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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
PURDUE PHARMA L.P., *et al.*,	**Case No. 19-23649 (RDD)**
Debtors.[1]	**(Jointly Administered)**

NOTICE OF FILING OF PLAN SUPPLEMENT PURSUANT TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that on April 23, 2021, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed the *First Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 2731] (as modified, amended, or supplemented from time to time, the "**Plan**"). On March 15, 2021, the Debtors filed

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

the *Disclosure Statement for Chapter 11 Plan for Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 2488] (as modified, amended, or supplemented from time to time, the "**Disclosure Statement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and Disclosure Statement contemplate the submission of certain documents (or forms thereof), schedules, and exhibits (the "**Plan Supplement**") in advance of the hearing on confirmation of the Plan (the "**Confirmation Hearing**").

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the following Plan Supplement documents:

Exhibit A	Hospital Trust Distribution Procedures
Exhibit B	NAS Monitoring Trust Distribution Procedures
Exhibit C	PI Trust Distribution Procedures
Exhibit D	LRP Agreement
Exhibit E	TPP Trust Distribution Procedures

PLEASE TAKE FURTHER NOTICE that the forms of documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; provided that if any document in the Plan Supplement is altered, amended,

modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a blackline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that copies of the Plan Supplement, the Plan, and the Disclosure Statement may be obtained free of charge by visiting the website of Prime Clerk LLC at https://restructuring.primeclerk.com/purduepharma. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at http://www.nysb.uscourts.gov in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that copies of the Plan Supplement may be obtained free of charge by visiting the website of Prime Clerk LLC at https://restructuring.primeclerk.com/purduepharma. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at http://www.nysb.uscourts.gov in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the adequacy of the information contained in the Disclosure Statement (the "**Disclosure Statement Hearing**") is scheduled for **May 4, 2021, at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 (the "**Bankruptcy Court**"); *provided* that, pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) ("**General Order M-543**"), the Disclosure Statement Hearing shall be conducted telephonically so long as General Order M-543 is in effect or unless otherwise ordered by the Bankruptcy Court.[2]

[2] A copy of General Order M-543 can be obtained by visiting http://www.nysb.uscourts.gov/news/court-operations-under-exigent-circumstances-created-covid-19.

Dated: April 23, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

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Exhibit A

Hospital Trust Distribution Procedures

HOSPITAL TRUST
DISTRIBUTION PROCEDURES[1]

§ 1. APPLICABILITY.

Pursuant to the plan of reorganization of Purdue Pharma L.P. and its Debtor affiliates (the "Plan"), the following claims ("Hospital Channeled Claims") shall be channeled to and liability therefor shall be assumed by the Hospital Trust[2] as of the Effective Date: (i) all Hospital Claims,[3] which include all Claims against the Debtors held by providers of healthcare treatment services or any social services, in their capacity as such, that are not Domestic Governmental Entities ("Hospital Claimants"), and (ii) all Released Claims and Shareholder Released Claims held by Hospital Claimants to the extent such Released Claims and Shareholder Released Claims arise out of or relate to Hospital Claims. Hospital Channeled Claims shall be administered, liquidated and discharged pursuant to the Hospital Trust Documents, and satisfied solely from funds held by the Hospital Trust as and to the extent provided in these distribution procedures (these "Hospital Trust Distribution Procedures"). These Hospital Trust Distribution Procedures set forth the manner in which the Hospital Trust shall make Abatement Distributions to Hospital Claimants (such Abatement Distributions, "Hospital Abatement Distributions") that satisfy the eligibility criteria for Authorized Recipients set forth herein.

Hospital Authorized Recipients (as defined below) are required to use all funds distributed to them from the Hospital Trust solely and exclusively for (i) the Authorized Abatement Purposes set forth in § 7 or (ii) the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals (such Authorized Abatement Purposes, collectively, "Hospital Authorized Abatement Purposes").

§ 2. CLAIMS ADMINISTRATION.

The Plan contemplates that the Hospital Trust will receive a total of $250 million over time, with an initial payment of $25 million to the Hospital Trust on the Effective Date (the "Initial Hospital Trust Distribution") and five subsequent payments to the Hospital Trust from the Master Disbursement Trust in the following amounts: (i) $35 million on July 30, 2022, (ii) $45 million on July 30, 2023, (iii) $45 million on July 30, 2024, (iv) $50 million on July 30, 2025, and (v) $50 million on July 30, 2026.[4] So long as he is able to serve as of the Effective Date, the presumptive trustee of the Hospital Trust is Hon. Thomas Hogan (Ret.) (the "Trustee"). If Judge Hogan is not able to serve, then a new Trustee will be selected in accordance with the Plan in advance of the Effective Date by the Ad Hoc Group of Hospitals with the consent of the Debtors (which consent

[1] These procedures are qualified by the terms of the Plan. Hospital Claimants are strongly advised to review the Plan as well as all of the Hospital Trust Documents and the Debtors' Disclosure Statement for additional information on the terms of the Plan and the treatment of Hospital Claims.

[2] Terms used but not defined herein shall have the meaning ascribed to them in the Plan.

[3] For the avoidance of doubt, "Hospital Claim" as defined in the Plan includes, without limitation, (i) the Claims set forth in the 1,030 Proofs of Claim filed by hospitals and the 150 Proofs of Claim filed by other treatment providers and (ii) Claims against the Debtors held by non-federal acute care hospitals as defined by the U.S. Centers for Medicare and Medicaid Services ("CMS"), and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care.

[4] In the event that any payment date is on a date that is not a Business Day, then the making of such payment may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

shall not be unreasonably withheld, delayed or denied).[5] The Ad Hoc Group of Hospitals is a group of certain Hospital Claimants consisting of the Ad Hoc Group of Hospitals identified in the *Second Amended Verified Statement of the Ad Hoc Group of Hospitals Pursuant to Bankruptcy Rule 2019* [D.I. 1536].

The Trustee shall have the power and authority to perform all functions on behalf of the Hospital Trust, and shall undertake all administrative responsibilities as are provided in the Plan and the Hospital Trust Documents. The Trustee shall be responsible for all decisions and duties with respect to the Hospital Trust.

The Trustee shall have the authority to determine the eligibility of Hospital Authorized Recipients and the amount of Hospital Abatement Distributions made by the Hospital Trust. In order to qualify as a Hospital Authorized Recipient and be eligible to receive a Hospital Abatement Distribution, Hospital Claimants must comply with the terms, provisions and procedures set forth herein, including the Hospital Abatement Distribution Deadline and the timely submission of all forms required pursuant hereto. The Trustee may investigate any Hospital Channeled Claim, and may request information from any Hospital Claimant to ensure compliance with the terms set forth in these Hospital Trust Distribution Procedures, the other Hospital Trust Documents and the Plan.

Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, the Trustee shall be and is appointed as the successor-in-interest to, and the representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the Hospital Channeled Claims.

In accordance with Section 5.11(b) and (c) of the Plan, the Trustee shall receive copies of all Proofs of Claims for the Hospital Claims on the Effective Date, and shall be entitled to make reasonable requests to NewCo for additional information and documents reasonably necessary for the administration of the Hospital Trust, which may include those medical, prescription or business records of the Debtors related to the Hospital Channeled Claims, which records shall be transferred to NewCo on the Effective Date.

§ 3. QUALIFYING CERTIFICATION.

To qualify as a Hospital Authorized Recipient, a Hospital Claimant must certify in its Hospital Abatement Distribution Form (as defined below) that:

A. It adheres to the standard of care for the emergency department, hospital wards and outpatient clinics at the time of any prospective evaluation, diagnosis, and treatment of OUD, including with respect to the applicable standard of care for the treatment of addiction, acute withdrawal and treatment for OUD with medication assisted treatment; and

[5] The Hospital Trust Agreement shall provide that, in the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the unanimous vote of the Hospital Trust Advisory Committee (the "TAC"). In the event that the TAC cannot appoint a successor Trustee, for any reason, the Bankruptcy Court shall select the successor Trustee.

B. It provides discharge planning and post-discharge care coordination for patients with OUD, including information for appropriate OUD treatment services.

A Hospital Claimant must demonstrate through its Hospital Claims data that it has been damaged in the past and reasonably anticipates incurring additional abatement expenses in the future arising from patients suffering from OUD.

§ 4. ELIGIBILITY FOR HOSPITAL ABATEMENT DISTRIBUTIONS; NOTICES.

1. Eligibility for Hospital Abatement Distributions

To qualify as a Hospital Authorized Recipient eligible to receive Hospital Abatement Distributions from the Hospital Trust, each applicable Hospital Claimant must:

(a) Have timely filed a Proof of Claim in the Debtors' Chapter 11 case (that is, on or before July 30, 2020); provided, that this requirement shall not apply to a Hospital Claimant that (i) is listed on the national registry of hospitals maintained by the American Hospital Directory®, as in effect on the Effective Date *and* (ii) is (x) a non-federal acute care hospital as defined by CMS or (y) a non-federal hospital or hospital district that is required by law to provide inpatient acute care and/or fund the provision of inpatient acute care;

(b) Timely submit the form attached hereto as Exhibit A (the "Hospital Abatement Distribution Form") containing:

(i) the certification set forth in § 3;

(ii) a certification signed by the Hospital Claimant or its attorney attesting to the accuracy and truthfulness of the Hospital Claimant's submission. Such certification must include an attestation that no data required for claims processing and distribution valuation, and no records or information that would reasonably be relevant to the valuation of the distribution, have been misrepresented or withheld; and

(iii) the certification set forth in § 7; and

(c) Provided all of the requisite claims data (as described in § 5 the "Requisite Claims Data") as part of a timely filed Proof of Claim or in connection with submitting a Hospital Abatement Distribution Form.

Any Hospital Claimant who meets all of the above criteria (a)-(c) (each, a "Hospital Authorized Recipient") shall qualify for Hospital Abatement Distributions, subject to the limitations otherwise set forth herein. Any discrepancy as to whether a Hospital Claimant qualifies as a Hospital Authorized Recipient pursuant to the criteria as set forth in this § 4(1) will be resolved by the Trustee.

Those Hospital Claims that are evidenced by timely filed Proofs of Claim in the Debtors' Chapter 11 Cases (that is, for which Proofs of Claim were filed prior to or on the General Bar Date of July

30, 2020, i.e., D.I. 1536) that contained all of the Requisite Claims Data for such Hospital Claims have satisfied the requirements of §§ 4(1)(a) and 4(1)(c), and shall be required to submit only a Hospital Abatement Distribution Form that provides the certifications set forth in § 4(1)(b) to qualify for Hospital Abatement Distributions.[6]

FOR AVOIDANCE OF DOUBT, FOR A HOSPITAL CLAIMANT TO BE QUALIFY AS A HOSPITAL AUTHORIZED RECIPIENT AND BE ELIGIBLE TO RECEIVE A HOSPITAL ABATEMENT DISTRIBUTION, SUCH HOSPITAL CLAIMANT MUST TIMELY SUBMIT A HOSPITAL ABATEMENT DISTRIBUTION FORM BY OR BEFORE THE HOSPITAL ABATEMENT DISTRIBUTION DEADLINE (THAT IS, FORTY-FIVE (45) DAYS AFTER THE DATE OF THE APPLICABLE HOSPITAL ABATEMENT DISTRIBUTION DEADLINE NOTICE, AS SET FORTH HEREIN).

2. Notices

(a) As soon as reasonably practicable after the Effective Date of the Plan, the Trustee or the Claims Administrator, as applicable, shall cause a notice to be served on each Hospital Claimant that (i) is listed on the national registry of hospitals maintained by the American Hospital Directory ®, as in effect on the Effective Date *and* (ii) is (x) a non-federal acute care hospital as defined by CMS or (y) a non-federal hospital or hospital district that is required by law to provide inpatient acute care and/or fund the provision of inpatient acute care. Such notice shall contain, among other things that the Trustee deems reasonable and appropriate under the circumstances, (i) these Hospital Trust Distribution Procedures, including the Hospital Abatement Distribution Form attached hereto, (ii) the URL for the Debtors' claims and noticing website where such Hospitals can locate the Plan (https://restructuring.primeclerk.com/purduepharma), and (iii) clear instructions for submitting a Hospital Abatement Distribution Form to the Trustee, the deadline set forth in each such Hospital Abatement Distribution Form for submitting the Hospital Abatement Distribution Form being 45 days after the date of such notice.

(b) Also as soon as reasonably practicable after the Effective Date, the Trustee or the Claims Administrator, as applicable, shall cause a notice (each such notice, and each notice delivered pursuant to § 2(a) above, a "Hospital Abatement Distribution Deadline Notice") to be served on each of the Holders of the approximately 1,180 Hospital Claims for which there are timely filed Proofs of Claim, indicating whether such Proof of Claim contained the Requisite Claims Data for such Hospital Claim, and providing each such Hospital Claimant with 45 days from the date of such notice to submit a Hospital Abatement Distribution Form that complies with this § 4. Such notice shall make clear whether the applicable Proof of Claim (i) contained the Requisite Claims Data (and therefore such Hospital Claimant is required to provide only the certifications

[6] There are approximately 1,180 Hospital Claims believed to satisfy the requirements of §§ 4(1)(a) and 4(1)(c), comprising approximately 1,030 Proofs of Claim filed by hospitals and 150 Proofs of Claim filed by other treatment providers; these Trust Distribution Procedures do not constitute an admission by the Trustee that such Proofs of Claim in fact contained all applicable Requisite Claims Data, and the Trustee reserves the right to request additional information from any Hospital Claimant before such Hospital Claimant is determined to be a Hospital Authorized Recipient.

set forth in § 4(1)(b)) or (ii) did not contain the Requisite Claims Data in its Proof of Claim (and therefore such Hospital Claimant is required to satisfy both §§ 4(1)(b) and 4(1)(c) hereof when it submits its Hospital Abatement Distribution Form).

(c) For any Hospital Claimant that receives a Hospital Abatement Distribution Deadline Notice pursuant to §§ 4(2)(a) or 4(2)(b) hereof and submits a Hospital Abatement Distribution Form, and all of its parts, by the applicable deadline (with respect to each such notice, the "Hospital Abatement Distribution Deadline") and whose Hospital Abatement Distribution Form is substantially complete but otherwise defective in such a manner as to render such Hospital Claimant ineligible to receive Hospital Abatement Distributions, and to the extent such defect is determined by the Trustee to be curable, the Trustee, as applicable, shall provide such Hospital Claimant with notice of the defect and a reasonable period of time following delivery of such notice for such Hospital Claimant to cure such defective Hospital Abatement Distribution Form. The Trustee shall exercise discretion in determining defect, curability and the period of time in which a defect may be cured. Under no circumstance is the Trustee obligated to send a notice of defect for Hospital Abatement Distribution Forms that do not provide responses to the requirements set forth under §§ 4(1)(b) and 4(1)(c).

(d) Other than pursuant to the cure procedures set forth herein, any Hospital Claimant that does not submit a Hospital Abatement Distribution Form shall not qualify as a Hospital Authorized Recipient, and any Hospital Claimant that submits a Hospital Abatement Distribution Form after the Hospital Abatement Distribution Deadline shall not qualify as a Hospital Authorized Recipient. No Hospital Abatement Distribution Form shall be accepted after the Hospital Abatement Distribution Deadline.

§ 5. EVIDENCE FOR DETERMINATION OF HOSPITAL ABATEMENT DISTRIBUTIONS.

(a) To permit the Trustee to evaluate the amount each Hospital Authorized Recipient is to receive as a Hospital Abatement Distribution, and to the extent not already submitted in connection with its Proof of Claim, a Hospital Claimant must submit all of the following, non-exhaustive, data and types of documents, unless for good cause shown such data and documentation is unavailable (to be determined in the discretion of the Trustee in consultation with the TAC):

1. A properly and fully completed Hospital Abatement Distribution Form, with all its parts and requisite submissions, as established by the Trustee, consistent with the requirements set forth in § 4; and

2. copies of all claims, complaints, proofs of claim, notices, settlement documents, releases, recoveries, compensation received, or similar documents that Hospital Claimant submits or entered into in respect of claims asserted against or to be asserted against any other entity or person arising from or related to Hospital Claimant's OUD program or related to any of the injuries that underlie that claim presented to the Trustee.

The Trustee may request additional information as reasonably necessary in the opinion of the Trustee to determine the amount to be distributed to a Hospital Authorized Recipient. The Trustee

shall establish a reasonable timeframe in which a Hospital Authorized Recipient must provide any requested information.

§ 6. DETERMINATION OF HOSPITAL ABATEMENT DISTRIBUTION AMOUNTS.

(a) The Trustee (or its agents or representatives) shall review the timely submitted Hospital Abatement Distribution Forms.

(b) The Trustee shall utilize (but shall have no rights in or to the intellectual property contained in) the proprietary Legier Model and Algorithm (the "Model"), prepared and operated by Legier & Company, apac, for determining the amount of each Hospital Abatement Distribution. The amount of the Hospital Abatement Distribution to be paid to each Hospital Authorized Recipient shall be determined within 120 days after the applicable Hospital Abatement Distribution Deadline or in a period of time determined by the Trustee to be most practicable.

(c) The Model shall determine the amount distributable to each Hospital Authorized Recipient based on (1) the diagnostic codes associated with operational charges incurred by the Hospital Authorized Recipient in connection with the treatment of Opioid Use Disorder, (2) the portion of such charges that were not reimbursed, and (3) the following distribution determination factors and weights:[7]

A. Units of morphine milligram equivalents (MME) dispensed in the Hospital Authorized Recipient's service area during the period January 1, 2006-December 31, 2014 (the "Measurement Period") (to be weighted at 10%);

B. Opioid use disorder rates at the State level, pro-rated for each Hospital Authorized Recipient (to be weighted at 10%);

C. Opioid overdose deaths in the Hospital Authorized Recipient's service area (to be weighted at 8.75%)

D. Operational impact calculated using the Model developed for the Hospitals and operated by Legier, to include opioid diagnoses, and charge and reimbursement data (to be weighted at 35%);

E. Hospital Authorized Recipient's opioid related patients as a percentage of its total patients (to be weighted at 18.75%);

F. 17.5% for either

i. such Hospital Authorized Recipient having filed a timely Proof of Claim in the Purdue Pharma bankruptcy claim filing process, or

ii. such Hospital Authorized Recipient having been designated as a "Safety Net Hospital" as defined by the CARES Act as in effect on the Effective Date.

[7] The Model calculates a hospital's loss resulting from its treatment of patients with OUD and other opioid diagnoses, considering the total charges and collections for each, among other things, including a causation algorithm applied to each patient encounter.

§ 7. HOSPITAL AUTHORIZED ABATEMENT PURPOSES.

(a) All net funds (after the deduction of all legal fees and litigation expenses, as described herein, and in the Hospital Trust Agreement) distributed to Hospital Authorized Recipients shall be used solely and exclusively for Opioid Use Disorder ("OUD") abatement programs, whether currently existing or newly initiated. As a condition of receiving a Hospital Abatement Distribution, each Hospital Authorized Recipient must submit to the Trustee on its Hospital Abatement Distribution Form a written statement that all funds will be spent for one or more of the following Hospital Authorized Abatement Purposes:

1. Providing transportation to treatment facilities for patients with OUD.

2. Providing continuing professional education in addiction medicine, including addressing programs addressing stigma.

3. Counteracting diversion of prescribed medication in ED or practice, consistent with the following goal: reducing opioid misuse, OUD, overdose deaths, and related health consequences throughout the hospital service area (county or region).

4. Participating in community efforts to provide OUD treatment to others in the community, such as those in jails, prisons, or other detention facilities.

5. Providing community education events on opioids and OUD.

6. Providing Naloxone kits and instruction to patients upon discharge.

7. Implementing needle exchange in hospital or adjacent clinic and providing on-site MAT services if possible.

8. Prospectively providing otherwise unreimbursed or under-reimbursed future medical services for patients with OUD or other opioid related diagnoses.

9. Building or leasing space to add half-way house beds.

10. Participating in research regarding development of innovative OUD treatment practices.

11. Directing moneys to any other public or private Authorized Recipient of funds concerning the treatment of persons with OUD or other opioid-related diagnoses; provided that such recipient's use of such funds would otherwise constitute an Authorized Abatement Purpose.

12. Medication-Assisted Treatment ("MAT") Programs: an aggregate of $50 million may be earmarked for Hospital Claimants to establish and implement a MAT

program or to continue, complete and/or implement an existing MAT program already under development.[8]

13. Engaging in any other abatement activity with the express permission of the Court, at the request of the Trustee.

(b) In addition, the Hospital Trust shall, in accordance with the Plan, the Confirmation Order and the applicable Abatement Trust Documents, make Hospital Abatement Distributions to Hospital Authorized Recipients exclusively for Hospital Authorized Abatement Purposes. The Hospital Trust Documents shall provide that decisions concerning Hospital Abatement Distributions made by the Hospital Trust will consider the need to ensure that underserved urban and rural areas, as well as minority communities, receive equitable access to the funds.

(c) To the extent any Hospital Claimant that is otherwise a Hospital Authorized Recipient does not comply with this § 7, such Hospital Claimant shall not be a Hospital Authorized Recipient and shall be disqualified from receiving Hospital Abatement Distributions, notwithstanding any other eligibility determination pursuant to other sections or procedures set forth herein or in the other Hospital Trust Documents.

§ 8. HOSPITAL ABATEMENT DISTRIBUTIONS BY HOSPITAL TRUST.

(a) Once the Trustee has calculated the amount of the Hospital Abatement Distribution to be paid to each Hospital Authorized Recipient, and also calculated each Hospital Authorized Recipient's *pro rata* share of the total sum of all Hospital Abatement Distributions to be paid to all Hospital Authorized Recipients, then the Trustee shall make interim Hospital Abatement Distributions, from time to time in its judgment, to those Hospital Authorized Recipients that have complied with all of the criteria and procedures described herein. Unless otherwise determined by the Trustee, such Hospital Authorized Recipients may receive one interim, and one final, distribution.

(b) All payments made for one or more of said Hospital Authorized Abatement Purposes shall be subject to audit by the Trustee of the Hospital Trust and shall be repaid with a ten percent (10%) penalty added for any funds found by audit to have been spent for an unauthorized purpose. Such audit may occur any time prior to the wind-down of the Trust.

§ 9. REPORTING BY HOSPITAL AUTHORIZED RECIPIENTS.

(a) Within ninety (90) days after the end of a distribution period (that being the twelve (12) month period following each annual distribution date), each Hospital Authorized Recipient that received a distribution must submit to the Hospital Trust a certification regarding its satisfaction of the minimum spending requirements on Hospital Authorized Abatement Purposes or that it was unable to meet the minimum spending requirements and must carryover a portion of its distribution.

[8] The Hospital Abatement Distribution Form will provide an opportunity to indicate the proportion and amount of Hospital Abatement Distributions that the Hospital Authorized Recipient intends to apply to MAT programs.

(b) If the Hospital Authorized Recipient has not met the requirements during that period, those allocated but unused funds can carry over to the subsequent periods and will continue to carry forward each year until the Hospital Authorized Recipient meets the relevant spending requirements for Hospital Authorized Abatement Purposes. Additional annual certification(s) must be submitted until the Hospital Authorized Recipient meets the relevant spending requirements. A Hospital Authorized Recipient shall not be subject to a penalty for failing to meet the minimum spending requirements with respect to its Hospital Abatement Distribution during a given distribution period.

(c) The Hospital Trust shall have the right to audit a claimant to determine whether the Hospital Authorized Recipient's expenditures for Hospital Authorized Abatement Purposes have met the requirements set forth in the Hospital Trust Documents.

(d) Each Hospital Authorized Recipient, if and when requested by the Hospital Trustee (or its agents or representatives), shall provide supporting documentation, in a mutually agreed upon format, demonstrating that the Hospital Authorized Recipient's expenditures for Hospital Authorized Abatement Purposes have met the requirements of the Hospital Trust Documents. All Proofs of Claim, Hospital Abatement Distribution Forms and certifications filed or submitted by Hospital Claimants are subject to audit by the Hospital Trustee (or its agents or representatives). If the Hospital Trustee finds a material misstatement in a Hospital Claimant's Proof of Claim, Hospital Abatement Distribution Form or certification, the Hospital Trustee may allow that Hospital Claimant up to 30 days to resubmit its Proof of Claim, Hospital Abatement Distribution Form or certification with supporting documentation or revisions. Failure of the Hospital Claimant to timely correct its misstatement in a manner acceptable to the Hospital Trustee may result in forfeiture of all or part of the Hospital Claimant's qualification as a Hospital Authorized Recipient or right to receive Hospital Abatement Distributions.

§ 10. REPORTING BY THE HOSPITAL TRUST.

The Hospital Trust shall file an annual report with the Bankruptcy Court after each year that the Hospital Trust is in existence, summarizing the distributions made from the Hospital Trust and detailing the status of any Hospital Authorized Recipient audits, and any recommendations made by the Trustee relating to such audits.

EXHIBIT A
HOSPITAL ABATEMENT DISTRIBUTION FORM

See Attached

Exhibit B

NAS Monitoring Trust Distribution Procedures

NAS MONITORING TRUST AGREEMENT

SCHEDULE "B"

NAS MONITORING TRUST DISTRIBUTION PROCEDURES

I. Applicability.

Pursuant to the plan of reorganization of Purdue Pharma L.P. and its Debtor affiliates (the "Plan"), the following claims ("NAS Monitoring Channeled Claims") shall be channeled to and liability therefor shall be assumed by the NAS Monitoring Trust[1] as of the Effective Date: (i) all NAS Monitoring Claims, which include all Claims against any Debtor held by, or on account of or on behalf of, a NAS Child (with respect to such Claims, a "NAS Monitoring Claimant") that relate to medical monitoring support, educational support, vocational support, familial support or similar related relief,[2] and (ii) all Released Claims and Shareholder Released Claims held by NAS Monitoring Claimants to the extent such Released Claims and Shareholder Released Claims arise out of or relate to NAS Monitoring Claims. NAS Monitoring Claims shall be administered, liquidated and discharged pursuant to the NAS Monitoring Trust Documents, and satisfied solely from funds held by the NAS Monitoring Trust as and to the extent provided in these distribution procedures (these "NAS Monitoring Trust Distribution Procedures"). These NAS Monitoring Trust Distribution Procedures set forth the manner in which the NAS Monitoring Trust shall make Abatement Distributions to Authorized Recipients (such Abatement Distributions, "NAS Monitoring Grants")[3] that satisfy the eligibility criteria for Authorized Recipients set forth herein. All Distributions in respect of NAS Monitoring Claims shall be exclusively in the form of NAS Monitoring Grants and may be used exclusively for (i) the Authorized Abatement Purposes set forth in Section II(H) or (ii) the payment of attorneys' fees and costs of the NAS Committee (such Authorized Abatement Purposes, collectively, "NAS Monitoring Authorized Abatement Purposes").

II. Administration by Trustee; Eligibility.

(A) The trustee of the NAS Monitoring Trust (the "Trustee") will be selected in accordance with the Plan in advance of the Effective Date by [____] with the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied).

(B) The Trustee shall have the power and authority to perform all functions on behalf of the NAS Monitoring Trust, and shall undertake all administrative responsibilities as are provided in the Plan and the NAS Monitoring Trust Documents. The Trustee shall be responsible for all decisions and duties with respect to the NAS Monitoring Trust.

(C) The Trustee [4] (in consultation with the members of the Trust Advisory Committee (the

[1] Capitalized terms used but not defined herein or in the other NAS Monitoring Trust Documents shall have the meaning ascribed to them in the Plan.

[2] For the avoidance of doubt, NAS Monitoring Claims do not include any Claim that is for an alleged personal injury suffered by a NAS Child.

[3] As used herein, NAS Monitoring Grants may refer to Abatement Distributions, either in part or in whole, as the context requires, that the NAS Monitoring Trust has Awarded to an Authorized Recipient.

[4] The NAS Monitoring Trust Agreement shall provide that the NAS Children Counsel shall (i) propose individuals for service as Trustee, which shall be approved as set forth herein, and (ii) propose individuals for service as

"TAC")) shall have the authority to determine the eligibility of NAS Authorized Recipients (as defined below) and the amount of NAS Monitoring Grants made by the NAS Monitoring Trust.

(D) A potential Grant Recipient or Grantee, in order to qualify as an Authorized Recipient and be eligible to receive a NAS Monitoring Grant, a potential Grant Recipient must:

(1) Submit a Grant Proposal Form (as defined below) that complies with the requirements set forth in Section III hereof;

(2) Execute a Grant Agreement (as defined below) that complies with the requirements set forth in Section VI hereof; and

(3) Agree to comply with and be bound by the reporting obligations set forth in Section VII hereof.

(E) Only a potential Grant Recipient or Grantee[5] who is Awarded[6] a NAS Monitoring Grant by the NAS Monitoring Trust and complies with the foregoing requirements set forth in this Section II shall be an Authorized Recipient and eligible to receive Abatement Distributions in the form of a NAS Monitoring Grant from the NAS Monitoring Trust (each such eligible Grant Recipient or Grantee, a "NAS Authorized Recipient").

(F) Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, the NAS Monitoring Trust shall be and is appointed as the successor-in-interest to, and the representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the NAS Monitoring Channeled Claims.

(G) Pursuant to that authority, the Trustee[7] (in consultation with the TAC) may evaluate any Grant Proposal (as defined below), and the member of the TAC which undertakes such review and consideration of a Grant Proposal may request information from the potential Grant Recipient or Grantee to ensure compliance with the NAS Monitoring Trust Documents.

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members of the TAC, which shall consist at all time of three (3) members, such members being independent experts in medical, epidemiological, or other scientific fields and knowledgeable with regard to Opioids, opioid use disorder, NAS, NAS Children, and/or medical, governmental or societal outreach, counseling, or intervention programs that would serve to abate, mitigate or treat the condition or occurrence of Neonatal Abstinence Syndrome, the appointment of which experts shall be reasonably acceptable to the Ad Hoc Committee of Governmental and Other Contingent Litigation Claimants and the Ad Hoc Group of Non-Consenting States, in each case with the consent of the Debtors, such consent not to be unreasonably withheld, conditioned or delayed.

[5] "Grant Recipient" or "Grantee" means the recipient of a NAS Monitoring Grant from the NAS Monitoring Trust who, prior to receipt of such NAS Monitoring Grant, shall agree to abide by and perform all conditions and requirements which may be established by the NAS Monitoring Trust pertinent to such NAS Monitoring Grant.

[6] "Award" or "Awarded" or "Awarding" means a determination by the NAS Monitoring Trust to award a NAS Monitoring Grant for the purpose of funding a NAS Abatement Program sponsored by a Grant Recipient or Grantee.

[7] The NAS Monitoring Trust Agreement shall provide that the NAS Children Counsel shall (i) propose individuals for service as Trustee, which shall be approved as set forth herein, and (ii) propose individuals for service as members of the TAC, which shall consist at all time of three (3) members, such members being independent experts in medical, epidemiological, or other scientific fields and knowledgeable with regard to Opioids, opioid use disorder, NAS, NAS Children, and/or medical, governmental or societal outreach, counseling, or intervention programs that would serve to abate, mitigate or treat the condition or occurrence of Neonatal Abstinence Syndrome, the appointment of which experts shall be reasonably acceptable to the Ad Hoc Committee of Governmental and Other Contingent Litigation Claimants and the Ad Hoc Group of Non-Consenting States, in each case with the consent of the Debtors, such consent not to be unreasonably withheld, conditioned or delayed.

(H) All NAS Monitoring Grants to NAS Authorized Recipients shall be received subject to the obligation of such NAS Authorized Recipient to any NAS Monitoring Grant funds solely for a program relating to neonatal abstinence syndrome sponsored by a Grant Recipient or Grantee, which advances all or any of the following goals: (1) preparing children with a history of NAS to be ready to enter or to succeed in school; (2) informing through evidence the Standard of Care for all NAS Children ages zero (0) to six (6), with priority given to NAS Children ranging in age from three (3) to six (6) (the "Identified Group"); and/or (3) enhancing the Mother-Child Dyad (any program relating to any of the NAS Monitoring Authorized Abatement Purposes, a "NAS Abatement Program").

III. Form of Grant Proposals.[8]

(A) Prior to the Effective Date of the Plan, the Trustee, in consultation with the TAC, shall devise a Grant Proposal form (the "Grant Proposal Form") which shall include, at a minimum, the following necessary information for the evaluation of Grant Proposals:

(1) a historical chronology of the establishment, function, and region of operation of the proposed NAS Abatement Program;

(2) a description of the mission, purpose, and methods of the proposed NAS Abatement Program;

(3) identification of the States or territories of the United States, or the regions thereof, in which the program is located and operates;

(4) a description of the population served by the proposed NAS Abatement Program, including the approximate number of such population and a statement of the specific needs of the population that the program is designed to serve;

(5) evidence of the efficacy of the program in addressing its mission or purpose;

(6) the requested monetary amount of the NAS Monitoring Grant sought by the proposed NAS Abatement Program from the NAS Monitoring Trust;

(7) a statement of the intended uses of any NAS Monitoring Grant Awarded and NAS Abatement Distribution by the NAS Monitoring Trust to the potential Grant Recipient;

(8) the projected time period over which any Awarded NAS Monitoring Abatement Distribution will be utilized or expended;

(9) a projected budget for the proposed NAS Abatement Program, including line items identifying the purpose(s) of the proposed expenditures and a schedule for such expenditures;

(10) identification by the program of its financial or internal documents which will be utilized to account for and track the proposed expenditures, including an agreement of the Grant Recipient or Grantee to provide the same to the NAS Monitoring Trust for the purpose of monitoring the expenditures made from any Awarded NAS Monitoring Grant;

[8] "Grant Proposal" means a proposal for the Awarding of a NAS Monitoring Grant for funding of a NAS Abatement Program sponsored by a potential Grant Recipient or Grantee, which proposal shall comply with all requirements for Grant Proposals established by this Agreement.

(11) a pledge and agreement by the potential Grant Recipient or Grantee to regularly report, on a quarterly basis, the expenditures that are made from any Awarded Abatement Distribution, and to produce for review and monitoring by the NAS Monitoring Trust, on a quarterly basis, the identified financial or internal documents which verify, account for and track such expenditures; and

(12) ***an acknowledgement and agreement by the potential Grant Recipient or Grantee that the Award of a NAS Monitoring Grant does not constitute a contractual agreement between the Grant Recipient or Grantee and the NAS Monitoring Trust; that the amount of any Abatement Distribution of an Award will be made from a Fund[9] established for such purpose by the NAS Monitoring Trust, and that such Grant Recipient or Grantee's sole recourse is to such Fund, rather than to the Trust, its Corpus or any other Fund established by the Trust; that receipt by the Grant Recipient or Grantee of an Abatement Distribution is conditioned upon execution and return by the Grant Recipient or Grantee of a "Grant Agreement" which shall contain, inter alia, the Trust's requirements for receipt and use of the Abatement Distribution; and that no binding agreement shall arise as between the NAS Monitoring Trust and the Grant Recipient or Grantee until such time as the Abatement Distribution is received by the Grant Recipient or Grantee, at which time the Grant Agreement shall become effective.***

IV. Review and Consideration of Grant Proposals.

(A) Upon receipt by the Trust, a Grant Proposal in proper form shall be tendered to a member of the TAC for review and investigation. In the exercise of his or her office, the TAC member undertaking such review and investigation is encouraged to communicate directly with the potential Grant Recipient or Grantee, or its representatives, and may request therefrom any additional documents or information which such member of the TAC believes necessary for his or her review and consideration of the Grant Proposal.

(B) The member of the TAC which undertakes such review and consideration of the Grant Proposal shall prepare a written report, to be distributed to the Trustee and all other members of the TAC, which summarizes the Grant Proposal and the results of the review and investigation of the Grant Proposal.

(C) After distribution of such written report, and at the next regularly occurring meeting or special meeting of the Trustee and the TAC, the Grant Proposal shall be presented for discussion and deliberation. The TAC may, but is not required to, vote on Awarding a NAS Monitoring Grant to the potential Grant Recipient or Grantee with respect to such Grant Proposal and/or vote as to the amount of such Abatement Distribution from a Fund to be established by the Trust, if the NAS Monitoring Grant is Awarded. At any subsequent meeting of the Trustee and the TAC, the TAC may take up, consider, discuss, and vote upon any pending Grant Proposal.

(D) In the event of a vote of a majority of the members of the TAC to Award any NAS Monitoring Grant for the funding of a NAS Abatement Program sponsored by any Grant Recipient or Grantee, the Trustee shall inform the Grant Recipient or Grantee of the Award and of the amount of the Abatement Distribution to be made by the NAS Monitoring Trust to the Grant Recipient or Grantee, provided that no binding agreement for the Award of the NAS Monitoring Grant or the Abatement Distribution shall exist until execution and return of the Grant Agreement by the Grant Recipient or Grantee and the receipt of the Abatement Distribution by the Grant Recipient or Grantee.

[9] Fund shall have the meaning ascribed to such term in the Delaware Statutory Trust Act, Chapter 38 of title 12 of the Delaware Code, 12 Del. C. §§3801 et seq.

(E) Review of Grant Proposals shall occur at regularly scheduled intervals in accordance with the below:

Application Due Dates			**Review and Award Cycles**		
New	Renewal / Resubmission / Revision (as allowed)	AIDS	Scientific Merit Review	Advisory Council Review	Earliest Start Date
September 08, 2021	September 08, 2021	September 08, 2021	November 2021	January 2022	April 2022
January 10, 2022	January 10, 2022	January 17, 2022	March 2022	May 2022	July 2022
September 08, 2022	September 08, 2022	September 08, 2022	November 2022	January 2023	April 2023
January 10, 2023	January 10, 2023	January 10, 2023	March 2023	May 2023	July 2023
September 08, 2023	September 08, 2023	September 08, 2023	November 2023	January 2024	April 2024
January 10, 2024	January 10, 2024	January 10, 2024	March 2024	May 2024	July 2024

V. Requirements, Considerations and Preferences for Awarding of NAS Monitoring Grants.

(A) Requirements for Awarding NAS Monitoring Grants:

(1) All NAS Monitoring Grants Awarded by the NAS Monitoring Trust shall relate to NAS and shall advance all or any of the following goals: (i) preparing children with a history of NAS to be ready to enter or to succeed in school; (ii) informing through evidence the Standard of Care for all NAS Children ages zero (0) to six (6), with priority given to NAS Children ranging in age from three (3) to six (6) (the "Identified Group"); and/or (iii) enhancing the Mother-Child Dyad.

(2) For all NAS Abatement Programs which propose to span an operational period of three years and which have a goal of either preparing children in the Identified Group to be ready to enter or succeed in school or of enhancing the Mother-Child Dyad ("Eligible Programs"), NAS Monitoring Grants should be made (i) to entities operating or planning to operate evidence-based programs such as, by way of example only, The Child First Program (https://www.childfirst.org), and (ii) NAS Monitoring Grants should be prioritized to Grant Recipients or Grantees which service populations in States, Reservations, Counties or Cities with excessive rates of NAS births and otherwise underserved communities. No less than eighty-nine percent (89%) of the Net-Assets or Corpus shall be used for the NAS Monitoring Grants referenced in this Section V(A)(2).

(3) Without delaying the identification and funding of Eligible Programs under Section V(A)(2), the NAS Monitoring Trust may, if approved by a vote of the majority of the TAC and as necessary to address a demonstrated need in significant parts of the country, Award a NAS Monitoring Grant or Grants, in an aggregate amount not to exceed one percent (1%) of the Net-Assets or Corpus of the Trust, for the development of a scalable program serving the families of the Identified Group, for the purposes of (i) providing clinical and in-home assessment of latent medical and developmental conditions; (ii) identifying and providing access to necessary services for the individual families of the Identified Group; and/or (iii) maintaining accountable reporting of program metrics.

(4) Without delaying the identification and funding of Eligible Programs under Section V(A)(2), the NAS Monitoring Trust may Award a NAS Monitoring Grant or Grants, in an aggregate amount not to exceed five percent (5%) of the Net-Assets or Corpus of the Trust, to research institution(s) to conduct and publish the results of research into the approaches for helping children and families harmed, impacted or at risk of fetal opioid exposure. Grant Recipients or Grantees under this Section V(A)(4) will receive access to the de-identified health outcome metrics provided by other Grant Recipients and to the scientific documents of Purdue, the Purdue Debtors, and the IAC to the extent such scientific documents are part of a public record or in the public domain, including documents relating to preclinical toxicology.

(5) The NAS Monitoring Trust shall, in accordance with the Plan, the Confirmation Order and the applicable Monitoring Trust Documents, make Abatement Distributions to Grant Recipients or Grantees exclusively for Authorized Abatement Purposes. The NAS Monitoring Trust Documents shall provide that decisions concerning Abatement Distributions made by the NAS Monitoring Trust will consider the need to ensure that underserved urban and rural areas, as well as minority communities, receive equitable access to the funds.

(B) Preference: For purposes of the Awarding of NAS Monitoring Grants, an existing and operational NAS Abatement Program with an evidence-based record of efficacy shall be preferred over a new or start-up NAS Abatement Program which has yet to begin operation.

(C) Additional Considerations: In Awarding NAS Monitoring Grants and determining the amount thereof, the Trustee and the TAC shall consider the following non-exhaustive factors pertinent to NAS Abatement Program(s) (each, a "Program") proposed by potential Grant Recipients or Grantees:

(1) Whether the proposed Program serves a region of the United States which has been greatly impacted by opioid use disorder and the occurrence of Neonatal Abstinence Syndrome in infants born in such region;

(2) Whether the proposed Program will benefit an underserved population of NAS Children and their families;

(3) Whether the proposed Program places a focus on early intervention to improve the outcomes for the Mother-Child Dyad with respect to NAS;

(4) Whether the proposed Program offers a comprehensive assessment of children and/or families impacted by NAS;

(5) Whether the proposed Program offers or provides medical care access or medical care coordination to children and families impacted by NAS;

(6) Whether the proposed Program offers counseling, individually or in group sessions, to Birth Mothers and/or Guardians with regard to best practices in caring for a NAS Child or NAS Children;

(7) Whether the proposed Program addresses emotional, behavioral, developmental, or learning problems experienced by NAS Children and provides educational, counseling, treatment or care coordination options with regard to the same;

(8) Whether the proposed Program involves any data collection, data analysis, or data reporting components, including without limitation, reporting of data to the NAS Monitoring Trust or

to state or federal governmental offices or agencies, such as the Center for Disease Control's National Center on Birth Defects and Developmental Disabilities;

(9) Whether the proposed Program is designed to compare health outcomes across opioid use disorder treatment regimens to inform with regard to best practice guidelines for pregnant Birth Mothers with respect to mitigating or preventing the occurrence of NAS in infants;

(10) Whether the proposed Program involves the education of Birth Mothers and potential Birth Mothers with regard to the risks and danger of opioid use during pregnancy and/or is designed to reduce the usage of opioids during pregnancy by Birth Mothers and potential Birth Mothers;

(11) Whether the proposed Program is designed to connect pregnant Birth Mothers with prenatal care, substance abuse treatment, or necessary multi-specialty services; and

(12) Whether the proposed Program provides medical or other care coordination for children who were diagnosed with NAS or who experienced intrauterine opioid exposure.

VI. The Grant Agreement.

(A) All Grant Recipients or Grantees which are Awarded a NAS Monitoring Grant for funding of a NAS Abatement Program shall execute a Grant Agreement prior to receipt of any Abatement Distribution from any Fund of the NAS Monitoring Trust.

(B) The Grant Agreement shall contain, at a minimum, an acknowledgement by the Grant Recipient or Grantee that:

(1) the sole recourse of the Grant Recipient or Grantee is to the Fund established by the NAS Monitoring Trust pertinent to such NAS Monitoring Grant;

(2) the Grant Agreement shall not be effective and binding until the Grant Recipient or Grantee's receipt of an Abatement Distribution and that the NAS Monitoring Trust reserves the right to make or pay such Abatement Distribution(s) in installments;

(3) the NAS Monitoring Trust, including its Trustee, the members of its TAC, and its employees, contractors and professionals shall have no responsibility or liability for administration or operation of the Awarded NAS Abatement Program sponsored by the Grant Recipient or Grantee;

(4) the Grant Recipient or Grantee agrees to indemnify and hold harmless the NAS Monitoring Trust, including its Trustee, the members of its TAC, and its employees, contractors and professionals from any and all claims arising out of operation or administration of the Awarded NAS Abatement Program sponsored by the Grant Recipient or Grantee;

(5) the Grant Recipient or Grantee agrees that monies yet to be distributed to the Grant Recipient or Grantee by the NAS Monitoring Trust for an Awarded NAS Abatement Program may be withheld or withdrawn by the NAS Monitoring Trust in the event of the financial inability of the NAS Monitoring Trust to pay Abatement Distribution(s), or in the event of the Grant Recipient or Grantee's noncompliance with the requirements of the NAS Monitoring Grant. The Grant Recipient or Grantee agrees and acknowledges that the NAS Monitoring Trust retains the right to seek return by legal means of any expenditures which fail to comply with the requirements of the NAS Monitoring Grant; and

(6) the Grant Recipient or Grantee agrees to make financial and other disclosures, on at least an annual basis, to the NAS Monitoring Trust relating to the implementation and operation of the Awarded NAS Abatement Program, including but not limited to data relating to NAS which the Grant Recipient or Grantee receives or derives from operation of the NAS Abatement Program, provided that the disclosure of personal identifying information of the individual(s) or population(s) served by the program shall not be required.

(C) In addition, each Grant Agreement shall contain the NAS Monitoring Trust's requirements of the Grant Recipient or Grantee in the operation and administration of the Awarded NAS Abatement Program, which requirements shall be program specific and are to be determined by the members of the TAC, utilizing and drawing upon their independent and collective medical, scientific, technical or other expertise.

VII. Monitoring of Awarded NAS Monitoring Grants and Abatement Distributions.

(A) In addition to the quarterly reports on expenditures set forth in Section III(A)(11), Grant Recipients and Grantees which received Abatement Distributions for the funding of NAS Abatement Programs shall be required to report annually to the NAS Monitoring Trust. Such reports and supporting documentation submitted by the Grant Recipient or Grantee shall contain information sufficient for the Trustee and TAC to monitor whether:

(1) Awards and Abatement Distributions are being used by the Grant Recipient or Grantee as intended by the NAS Monitoring Trust and within the scope of the NAS Abatement Program for which the Award and Abatement Distribution was made;

(2) The Grant Recipient or Grantee is complying with the projected budget for the NAS Abatement Program sponsored by the Grant Recipient or Grantee;

(3) The status of the Grant Recipient or Grantee's achievement of the milestones, efficacies, or benefits for which the NAS Abatement Program was designed or is being operated; and

(4) Data relating to NAS which the Grant Recipient or Grantee receives or derives from operation of the NAS Abatement Program.

Exhibit C

PI Trust Distribution Procedures

INDIVIDUAL PURDUE PHARMA LP
PI TRUST DISTRIBUTION PROCEDURE

§ 1. APPLICABILITY.

This Trust Distribution Procedure ("TDP") sets forth (i) the criteria and process by which PI Claims channeled to the PI Trust shall be Allowed or Disallowed (such PI Claims so Allowed, "Allowed PI Claims"), and (ii) for Allowed PI Claims, the criteria for determining the amount receivable on such claims and the process by which such recoveries shall be distributed from the PI Trust.

The PI Claims (as defined in the Chapter 11 Plan (the "Plan")[1] of Purdue Pharma L.P. and its debtor affiliates), which have been channeled to the PI Trust, are Claims against any Debtor for alleged opioid-related personal injury or other similar opioid-related claim or Cause of Action, including any opioid-related personal injury Claim or similar opioid-related Claim asserted by a NAS Child, and that is not a Third-Party Payor Claim, a NAS Monitoring Claim or a Claim held by a Domestic Governmental Entity. Holders of PI Claims are referred to herein as "PI Claimants."[2]

Individual awards set forth herein will be a gross number before deduction of legal fees and expenses, and lien amounts under the Lien Resolution Program Agreement (the "LRP Agreement"), if any, from a PI Claimant's payment under this TDP (an "Award"). The order of payments to be made by the PI Trust is set forth in § 6. No amounts shall be paid on account of a PI Claim unless such Claim has been Allowed.

§ 2. ALLOCATION OF FUNDS; CLAIMS ADMINISTRATOR.

(a) Allocations of Funds to the PI Trust

Monies are to be received by the PI Trust in an initial installment of $300 million on the Effective Date of the Plan, with the remaining monies to be received in additional installments, with the monies expected to total a gross amount of between $700 million and $750 million.

(b) Claims Administrator.

i. The PI Trust shall be established in accordance with § 5.7 of the Plan to (1) assume all liability for the PI Claims, (2) hold the MDT PI Claim and collect the Initial PI Trust Distribution and payments due under the MDT PI Claim in accordance with the Private Entity Settlements and the PI Trust Documents, (3) administer PI Claims, (4) make Distributions on account of Allowed PI Claims in accordance with the PI Trust Documents (including these Trust Distribution Procedures), (5) fund the TPP LRP Escrow Account and make payments therefrom to LRP Participating TPPs, in each case, in accordance with and subject to the terms of the LRP Agreement and (6) carry out such other matters as are set forth in the PI Trust Documents. The trustee of the PI Trust (the "Trustee"), Ed Gentle of Gentle, Turner, Sexton &

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

[2] "Claimant" includes each person holding a PI Claim arising from his/her own opioid use; each person holding a PI Claim arising from the opioid use of a decedent (such deceased person, a "Decedent"), and each NAS Claimant (as defined below) holding a PI Claim arising from the opioid use of the NAS Claimant's biological mother (the "Mother").

Harbison, LLC, will serve as claims administrator (the "Claims Administrator") to carry out the duties of the Trustee as set forth in the Plan and PI Trust provisions.

ii. The Trustee and the Claims Administrator[3] shall determine the Allowance and valuation of any individual PI Claim regardless of the type of Award sought pursuant to the requirements set forth herein. The Claims Administrator may investigate any claim, and may request information from any PI Claimant to ensure compliance with the terms outlined in this document. Under the HIPAA forms signed by each PI Claimant, the Claims Administrator also has the power to directly obtain medical records for each PI Claimant.

§ 3. INITIAL PI CLAIM ALLOWANCE.

For a given PI Claim to qualify as an Allowed PI Claim, the applicable PI Claimant must, with respect to that PI Claim:

(a) Demonstrate usage of a qualifying **prescribed** opioid listed on Exhibit A hereto,

i. PI Claimants who used only (or, as applicable, where the Decedent or Mother used only) a **non-prescribed** (diverted) version of a qualifying opioid in Exhibit A (OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt) are not eligible for payments unless that PI Claimant, Decedent, or Mother (as applicable) was a minor when s/he initiated usage of a non-prescribed, *branded* version of a qualifying opioid in Exhibit A;

(b) Have filed an individual personal injury Proof of Claim against one or more Debtors in the Chapter 11 Cases;[4]

(c) Completed, signed and submitted the Claim Form attached hereto as Exhibit B, checking at least one injury box, by the date that is 90 days after Confirmation of the Plan;[5] and

(d) Executed a HIPAA form attached hereto as Exhibit C.

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[3] As the same individual is serving as both Trustee and Claims Administrator, reference to actions by each reference Mr. Gentle acting in such respective capacity.

[4] If the Proof of Claim was filed after the Bar Date but before April 23, 2021, the Claims Administrator shall consider the PI Claim without penalty. If the Proof of Claim was filed on April 23, 2021 or after, the PI Claim asserted by such Proof of Claim shall be Disallowed unless the Claims Administrator determines, which determination shall be on a case-by-case basis, that good cause exists to treat the late-filed PI Claim as if it were timely filed. Notwithstanding this deadline, in addition to the other requirements herein, up to 274 late-filed claims filed by NAS Claimants (as defined below) who appear on the West Virginia NAS Birth Score Program and are represented by the WV NAS Ad Hoc Group ("WV NAS Claimants") and who demonstrate the following to the satisfaction of the Claims Administrator shall be considered as if their Claim had been timely filed: 1) that the Claimant is a WV NAS Claimant, 2) that a Proof of Claim was filed in the Purdue Bankruptcy by or on behalf of such WV NAS Claimant prior to April 15, 2021, and 3) a sworn declaration from the parent/guardian/custodian of such WV NAS Claimant that such parent/guardian/custodian did not know about the Purdue bankruptcy or Bar Date prior to the Bar Date.

[5] For the avoidance of doubt, in the event a Claimant does not check any injury box from use of opioids on its Claim Form, its PI Claim shall be Disallowed. The Claim Form shall include clear language notifying a Claimant that if they fail to check any injury box from use of opioids, the Claimant will receive no recovery.

Any PI Claimant who meets all of the above criteria (a)-(d) with respect to a given PI Claim shall have that PI Claim Allowed; provided, however, that any PI Claimant who is a NAS Claimant shall, in addition to the requirements of (a)-(d) above, have its PI Claim Allowed only if such PI Claimant (i) was exposed in utero from a birth mother who used any opioid,[6] (ii) was born alive, and (iii) either proves a diagnosis of neonatal abstinence syndrome ("NAS") in his/her pre-September 2019 records, or, although not receiving a formal diagnosis of NAS, evidences symptoms of opioid withdrawal (such claimant, a "NAS Claimant"). Each NAS Claimant shall submit evidence of (i)-(iii) along with its completed and signed Claim Form.

If a PI Claimant does not meet these criteria with respect to its PI Claim, such PI Claim is Disallowed and shall receive no recovery ($0) from the PI Trust.

§ 4. DETERMINING WHETHER A PRODUCT IS QUALIFYING.

One of the following is required to demonstrate a qualifying opioid in Exhibit A:

a) A PI Claimant who provides evidence of a prescription for brand name OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt may rely on the name alone without the necessity of a corresponding NDC number.

b) In order for a PI Claimant to qualify based on the use of one of the generic products listed in Exhibit A (e.g., oxycodone ER/CR, morphine sulfate ER, hydromorphone), s/he must present either:

   (i) The corresponding NDC number, which is set forth in Exhibit A;[7] or

   (ii) A notation in the record that the product is manufactured or sold by Rhodes or [Purdue].

c) A PI Claimant who used (or, as applicable, where the Decedent or Mother used) a generic oxycodone prescription that does not contain evidence of § 4 (a) or (b) may only qualify if the prescription utilizes one of the following:

   (i) Oxycodone CR (or controlled release); or

   (ii) Oxycodone ER (extended release).

§ 5. TYPES OF EVIDENCE REQUIRED FOR QUALIFYING PRODUCTS.

All PI Claimants must demonstrate a prescription (which contains the name of the PI Claimant, Decedent or, Mother, as applicable) and an opioid listed in Exhibit A (a "qualifying opioid") by one of the following pieces of evidence:

(a) Pharmacy prescription records;

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[6] The opioid used by the Mother does not have to be a qualifying opioid listed on Exhibit A, as long as there is evidence of the Mother's use of a qualifying opioid listed on Exhibit A at some point in time in satisfaction of requirement (a) of § 3 above.

[7] Subject to additional NDC numbers after discovery from Debtors.

(b) Prescription records, including without limitation:

(i) A visit note in which the prescribing physician lists a prescription for one of the qualifying opioids; or

(ii) A prescription pad for one of the qualifying opioids;

(c) A historical reference to one of the opioids listed in Exhibit A, including but not limited to:[8]

(i) A reference in contemporaneous medical records to historical use of one of the qualifying opioids;

(ii) A reference in contemporaneous substance abuse/rehabilitation/mental health records to historical use of one of the qualifying opioids;

(iii) A reference in contemporaneous law enforcement records to historical use of one of the qualifying opioids; or

(iv) A reference in contemporaneous family law or other legal proceedings records to historical use of one of the qualifying opioids;

(d) A photograph of the prescription bottle or packaging of one of the qualifying opioids with the name of the PI Claimant, Decedent, or Mother (as applicable) as the patient listed the prescription label; or

(e) A certification supplied by a Debtor, any of its successors (including the PI Trust), or a third party at a Debtor's or one of its successors' request, indicating that customer loyalty programs, patient assistance programs ("PAPs"), copay assistance programs, or any other data otherwise available to the certifying entity reflects that the PI Claimant, Decedent or Mother (as applicable) had at least one prescription for one of the qualifying opioids.[9]

(f) With respect to PI Claimants whose claim is based on the PI Claimant's, Decedent's, or Mother's use of only *diverted* (i.e., without a lawful prescription) qualifying branded products as a minor pursuant to § 3(a)(i) above and who cannot meet the evidentiary requirements of § 5(a)-(e) above[10] may qualify if the PI Claimant can demonstrate both of the following:[11]

(i) A declaration under penalty of perjury (a) from the PI Claimant, or (b) in the case of a NAS Claimant, from the Mother, guardian or custodian of the NAS Claimant (or other third party with knowledge of the Mother's opioid use), or (c) in the case of a claim arising from a Decedent's opioid use, from any third party with knowledge of

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[8] The record must have been created prior to September 15, 2019 only if the historical reference is self-reported by the Claimant.

[9] The Trust provisions contain the process by which the Trustee may provide Claimants with access to such records in their possession, custody or control in the course of resolving the respective Claimant's PI Claim.

[10] Since by definition diversion cases do not have a prescription, they could otherwise only meet the evidentiary requirements above with a historical reference to the diverted use of a qualifying product as a minor. In the absence of that historical reference in the medical records, this affidavit requirement can be used under the conditions set forth in this subsection.

[11] Sample affidavits can be found on the PI Trust's website.

the Decedent's opioid use, that the PI Claimant, Decedent, or Mother (as applicable) is known to have used diverted OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt as a minor. The declaration must also state how long the diverted OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt was used for purposes of determining whether the PI Claim would qualify for Tier 2 or Tier 3; and

(ii) An *additional* declaration from a third party with personal knowledge of the PI Claimant's, Decedent, or Mother's (as applicable) use of opioids products stating under penalty of perjury that the declarant has personal knowledge that the PI Claimant, Decedent, or Mother (as applicable) is known to have used diverted OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt as a minor. The declaration must claim how long the diverted OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt was used for purposes of determining whether the PI Claim would qualify for Tier 2 or Tier 3.

(g) In the event a PI Claimant who is not a NAS Claimant holds a claim arising from a *lawful* prescription of a qualifying product and cannot meet the evidentiary requirements of § 5(a)-(e) above, s/he may only qualify if s/he demonstrates all of the following:

(i) That the Claimant or his/her agents made a bona fide attempt to retrieve all known prescribing physician medical charts, all known pharmacy charts, all known rehabilitation charts, and all known insurance explanation of benefits was made. An affidavit of no records (ANR), certificate of no records (CNR), affidavit of destroyed records (ADR), or certificate of destroyed records (CNR) must be provided as to all known records listed above (and in the Claim Form). Alternatively, if some medical records were produced in response to PI Claimant's request but others were not, then evidence must be provided that PI Claimant requested all records but that only limited records were produced by the facilities (with an explanation of how the portion of records not provided by the custodian likely contains the qualifying product and the basis for that assessment of probability); and

(ii) A declaration under penalty of perjury from the PI Claimant or, in the case of a claim arising from the opioid use of a Decedent, from a third party with knowledge of the Decedent's opioid use, that the PI Claimant or Decedent (as applicable) is known to have been prescribed and used OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt. The declaration must also state how long the prescribed OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt was used for purposes of determining whether the claim would qualify for Tier 2 or Tier 3; and

(iii) A supporting declaration from a third party with personal knowledge of the PI Claimant's or Decedent's (as applicable) use of opioids products stating under penalty of perjury that the declarant has personal knowledge that the PI Claimant or Decedent (as applicable) is known to have used OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt. The declaration must also state how long the prescribed OxyContin, MS Contin,

Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt was used for purposes of determining whether the claim would qualify for Tier 2 or Tier 3.

(h) In the event a *NAS Claimant's* Mother received a *lawful* prescription of a qualifying product and cannot meet the evidentiary requirements of § 5(a)-(e) above, the NAS Claimant may qualify only if s/he demonstrates all of the following:

a. If the *Mother* is *unavailable*:

i. A declaration under penalty of perjury from the guardian or custodian of the NAS Claimant that the Mother is alive and 1. her whereabouts are unknown, 2. she is incarcerated, or 3. she refuses to cooperate in obtaining her medical records for use by the NAS Claimant (i.e., is unavailable); and

ii. A supporting declaration from a third party, whether the guardian/custodian or someone else, with personal knowledge of the Mother's use of opioids products stating under penalty of perjury that the declarant has personal knowledge that the Mother is known to have been prescribed and used OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt. The declaration must also state how long the prescribed OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt was used for purposes of determining whether the claim would qualify for Tier 2 or Tier 3.

b. If the *Mother* is *available*, the requirements of § 5(g)(i)-(iii) must be met with respect to the Mother.

(i) The Claims Administrator shall have discretion, subject to the appeal process set forth in Exhibit D hereto, to determine whether the requirements in § 5(f)-(h) have been met so as to provide sufficient indicia of reliability that the PI Claimant, Decedent, or Mother (where applicable) was prescribed (or received diverted as a minor) and used OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt.

(j) In no event may a PI Claimant whose evidence of qualifying product use is based solely on the declarations under § 5(f)-(h) qualify for Tier 1A or Tier 1B. Whether the PI Claimant qualifies for Tier 2 or Tier 3 will be based on the length of use stated in the declaration.

(k) Any PI Claimant not meeting the requirements of § 3, § 4 and § 5(a)-(h) is not entitled to any payment, including Easy Payment, Base Payment, or Level Award (each as defined below).

(l) The Claims Administrator has the discretion to request additional documentation believed to be in the possession of the PI Claimant or his or her authorized agent or lawyer. The Claims Administrator has the sole discretion, subject to the appeal process set forth on

Exhibit D hereto, to Disallow, reduce or eliminate claims in which s/he concludes that there has been a pattern and practice to circumvent full or truthful disclosure under this Section.

§ 6. ORDER OF PAYMENTS; EASY PAYMENT.

A PI Claimant may choose between receiving an "Easy Payment" ***or*** a "Base Payment" and "Level Award," as detailed below.

The PI Trust will make payments in the following order:

(i) Easy Payment (as defined below) of $3,500 per qualifying PI Claimant to those PI Claimants who elect to receive an Easy Payment; and

(ii) Base Payments and Level Awards (each as defined below) to qualified PI Claimants who did not elect to receive an Easy Payment. Because monies are being received by the PI Trust in installments, payments of Awards may be in installments.

A PI Claimant meeting the requirements of § 3 (Allowance) pursuant to the standards set in § 4 (Determining What is a Qualifying Product) and § 5 (Evidence Required to Demonstrate a Qualifying Product) may elect on the Claim Form to receive a set payment (an "Easy Payment") in lieu of other compensation. **NOTE: if you select an Easy Payment, you are NOT eligible to receive any additional funds for your PI Claim**. That means you cannot receive any of the Base Payment or Level Awards below. If you select an Easy Payment and your PI Claim is determined to be an Allowed PI Claim, you will receive a payment of $3,500.00, before deduction of any fees, costs or liens as described herein, within a reasonably short amount of time after receipt of your claims package by the Claims Administrator, or as soon as all applicable liens have been cleared. It is expected those declining Easy Payment and seeking additional Awards may be paid at later stages, including in installments over time. The Easy Payment is also expected to be free of many (but not all) types of health care liens, including liens of Third Party Payors.

§ 7. ADDITIONAL AWARD DETERMINATION.

(a) Allowed PI Claims held by PI Claimants who do not elect to receive an Easy Payment and who otherwise meet the qualifying opioid requirement shall be categorized[12] as follows:

(i) **Tier 1A:**

A. Base Payment:

1. For PI Claimants who are not NAS Claimants, those that demonstrate that his/her or the Decedent's (where applicable) addiction, dependence or substance abuse began while using one of the qualifying opioids.

2. For NAS Claimants that demonstrate either:

[12] Claimants who assert or allege qualifying opioid usage for which they cannot produce corresponding evidence (i.e., they produce some evidence of qualifying opioid use but they allege additional qualifying opioid usage for which they cannot produce evidence) are restricted to the actual evidence produced. In other words, Claimants do not get credit for usage based on their allegations alone, however well-intentioned; they must produce evidence.

aa. One of the qualifying opioids was used by the Mother while pregnant with the NAS Claimant; or

bb. One of the qualifying opioids was used by the Mother and the Mother's addiction, dependence or substance abuse began while using a qualifying opioid.

3. Other than submission of qualifying product records under § 3, § 4 and § 5(a)-(f), no additional documents are required for a Holder of an Allowed PI Claim to secure a Tier 1A Base Payment. The showing required for a Tier 1A Base Payment is a temporal relationship between use of a qualifying product and the onset of addiction, dependence or substance abuse within six months after use of a qualifying product.[13] There is a presumption that proof of qualifying product usage under the methods above within six months before the onset of addiction, dependence or substance abuse (as set forth in the Claim Form) is sufficient.

aa. However, notwithstanding evidence of a qualifying product usage before the onset of addiction, dependence or substance abuse noted in the Claim Form, if the Claim Form, pharmacy, medical or other records demonstrate any of the below indicia of addiction, dependence or substance abuse that precede the earliest use of a qualifying product demonstrated by a PI Claimant that is not a NAS Claimant, the claim does not qualify for Tier 1A. Similarly, if an NAS Claimant's Tier 1 claim is based on the use by the Mother of a qualifying opioid when the addiction began (§ 7(a)(i)(A)(2)(bb)) and the Claim Form, pharmacy, medical or other records demonstrate any of the below indicia of addiction, dependence or substance abuse that precede the earliest use of a qualifying product by the Mother as demonstrated by the NAS Claimant, the claim does not qualify for Tier 1A.

a. diagnosis of addiction, dependence or substance abuse relating to opioid use made by any medical professional;

b. treatment in a rehabilitation center for opioid use disorder;

c. overdose, withdrawal, or detox from an opioid;

[13] In the case of NAS Claimants proceeding under § 7(a)(1)(A)(2)(aa) (qualifying product use during pregnancy), use of a qualifying opioid by the Mother within 9 months prior to the date of birth of the NAS Claimant qualifies for Tier 1A. NAS Claimants proceeding under § 7(a)(1)(A)(2)(bb) (qualifying product use started addiction) will use the same showing as Claimants that are not a NAS Claimants.

d. consecutive use of opioids with MME of greater than 90 mg/day for six months or more;

e. use of illegal opioids; or

f. use of medication-assisted treatment (MAT) like methadone.

B. Level Awards: In addition to Base Payments, Tier 1A PI Claimants meeting the criteria below qualify for the additional payment attendant to the highest Level they qualify for (but not multiple Levels).

1 *Level A*:

aa. For PI Claimants who are not NAS Claimants demonstrating one or more of the following:

a. Opioid Use Disorder (OUD);[14]

b. MAT usage >6 months. MAT drugs include methadone, buprenorphine, Butrans, Suboxone, Zubsolv, Methadose, and naltrexone; or

c. Administration of Narcan, Evzio or Naloxone.

bb. For NAS Claimants demonstrating one or more of the following:

a. NICU 2-30 days; or

b. Other minor NAS-related injuries.[15]

2 *Level B*:

aa. For PI Claimants who are not NAS Claimants demonstrating death caused by an opioid (such as overdose or withdrawal).

bb. For NAS Claimants demonstrating one or more of the following:

a. NICU >30 days; or

[14] The diagnosis can be made by any medical professional, specifically including physicians, nurses, physician's assistant, mental health counselor or therapist, or professional at a rehabilitation center.

[15] Includes but not limited to general developmental delays or learning disabilities. The Claims Administrator has sole discretion to determine whether sufficient scientific evidence has been provided to support a causal connection to NAS such that there is a reasonable scientific basis to make such an award.

b. Other serious NAS-related injuries.[16]

C. Additional Evidence for Level Awards:

1. If making a claim for a Tier 1A Level Award based on OUD diagnosis, medical records, including rehabilitation records, primary care, hospital, billing or other records reflecting a diagnosis of OUD made by a medical or health professional. No affidavits may be used to meet this requirement. The records do not have to coincide in time with the provided qualifying product use.

2. If making a claim for a Tier 1 A Level Award based on MAT or Narcan, Evzio or Naloxone use, pharmacy or other medical records reflecting use of MAT, Narcan, Evzio or Naloxone. The types of evidence that qualify to show MAT, Narcan, Evzio or Naloxone exposure are the same as those in §5 (a)-(d). No affidavits may be used to meet this requirement. The records do not have to coincide in time with the provided qualifying product use.

3. If making a claim for a Tier 1A Level Award based on death, the death certificate of the decedent as well as any toxicology reports or autopsy reports. The records do not have to coincide in time with the provided qualifying product use. No affidavits may be used to meet this requirement.

4. If making a claim for a Tier 1A Level Award based on other minor or serious NAS-related injuries, such medical documentation and scientific literature such as to meet the causal requirements herein to the satisfaction of the Claims Administrator in his sole discretion.

5. The PI Claimant may submit such additional information as the PI Claimant believes will assist the Claims Administrator's determination of the appropriate amount of any claim that has satisfied the initial claim validity requirements.

(ii) **Tier 1B**: Opioid-related death (overdose or withdrawal) while on OxyContin (temporal relationship between date of death and usage of OxyContin) qualify for Tier 1B Base Payment. Only branded OxyContin would qualify under Tier 1B (i.e., no other qualifying opioids). There are no Level Awards. If a PI Claimant is making a claim for a Tier 1B Award, the death certificate of the Decedent as well as any toxicology reports or autopsy reports must be produced. The death must coincide in time with the provided qualifying product use (i.e. the timing of usage, including number of pills, falls within 5 days of the death). For example, if the Decedent had a prescription 20 days before death and the number of pills in that prescription was enough such that it can reasonably be expected the decedent was using it within 5

[16] Includes but is not limited to death, congenital malformation, Spina Bifida, or heart defects. The Claims Administrator has sole discretion to determine whether sufficient scientific evidence has been provided to support a causal connection to NAS such that there is a reasonable scientific basis to make such an award.

days of death, the case qualifies. Conversely, if the Decedent had a prescription 45 days before death and the number of pills in the prescription was such that it can reasonably be expected that the Decedent would have run out of pills 15 days before death, the case does not qualify. The underlying addiction does not need to have begun during qualifying product use; OxyContin use at the time of death is sufficient.

(iii) **Tier 2:** PI Claimants must demonstrate use of a qualifying product for more than 6 months; however, the usage does not have to be consecutive.

A. Base Payment: Other than for qualifying product records under § 3, § 4 and § 5 (a)-(g), no additional documents are required for a Tier 2 Base Payment. All PI Claimants that qualify for Tier 2 will receive a Base Payment.

B. Level Awards: In addition to Base Payments Tier 2 PI Claimants meeting the criteria below qualify for the additional payment attendant to the highest Level they qualify for (but not multiple Levels).

1 *Level A*:

aa. For PI Claimants who are not NAS Claimants demonstrating one or more of the following:

a. Opioid Use Disorder (OUD);

b. MAT >6 months days; or

c. Administration of Narcan, Evzio or Naloxone.

bb. For NAS Claimants demonstrating one or more of the following:

a. NICU 2-30 days; or

b. Other minor NAS-related injuries.

2 *Level B*:

aa. For PI Claimants who are not NAS Claimants demonstrating death caused by an opioid.

bb. For NAS Claimants demonstrating one or more of the following:

a. NICU >30 days; or

b. Other serious NAS-related injuries.

C. Additional Evidence for Level Awards:

1. If making a claim for a Tier 2 Level Award based on OUD diagnosis, medical records, including rehabilitation records, primary care, hospital, billing or other records reflecting a diagnosis of OUD made by a medical or health professional. No affidavits may be used to meet this requirement. The records do not have to coincide in time with the provided qualifying product use.

2. If making a claim for a for a Tier 2 Level Award based on MAT or Narcan, Evzio or Naloxone use, pharmacy or other medical records reflecting use of MAT, Narcan, Evzio or Naloxone. The types of evidence that qualify to show MAT, Narcan, Evzio or Naloxone exposure are the same as those in §5(a)-(d). No affidavits may be used to meet this requirement. The records do not have to coincide in time with the provided qualifying product use.

3. If making a claim for a Tier 2 Level Award based on death, the death certificate of the decedent as well as any toxicology reports or autopsy reports. The records do not have to coincide in time with the provided qualifying product use. No affidavits may be used to meet this requirement.

4. If making a claim for a Tier 2 Level Award based on other minor or serious NAS-related injuries, such medical documentation and scientific literature such as to meet the causal requirements herein to the satisfaction of the Claims Administrator in his sole discretion.

(iv) **Tier 3:** Use of a qualifying product less than 6 months or otherwise not meeting the criteria of Tier 1A, Tier 1B or Tier 2 are entitled to no additional payments other than the Base Award. Just for clarification, individuals who elect to receive the Easy Payment cannot receive any additional compensation and no Tier applies to their PI Claim. However, in the event a PI Claimant declines the Easy Payment and elects to proceed but does not qualify for Tiers 1A, 1B, or 2, such PI Claimant will receive the Tier 3 Base Award and only the Tier 3 Base Award.

§ 8. BASE AND LEVEL AWARDS.

a) Grid Origins

The point values provided in this grid resulted from the work of counsel to the Ad Hoc Group of Individual Victims, statistical sampling and modeling performed by financial analysts and subject matter experts for the Ad Hoc Group of Individual Victims and the other holders of PI Claims, and collaborative discussions with stakeholders. The estimated amount per point is based on a sample, and will be updated periodically on the PI Trust's website, www._____.com.

b) Amount of Money Per Point.

a. Based on an initial sample, we estimate that the dollar award amount per point will be between $0.80 and $1.20. The dollar amount ultimately awarded per point will be determined with reference to the funds remaining in the PI Trust (after the payment of Easy Payments and the costs and expenses of the PI Trust, as set forth in further detail in the PI Trust Agreement) and to the pool of claims remaining against the PI Trust.

	Tier 1A: PI *Addiction from Purdue Opioids*	**Tier 1B: PI** *Death on OxyContin*	**Tier 2: PI** *Purdue Opioids Use ≥6 mo*	**Tier 3: PI** *No Addiction/ Death from Purdue Opioids, and Purdue Opioids Use <6 mo.*	**Tier 1A: NAS** *Addiction from Purdue Opioids, or Purdue Opioids Use During Pregnancy*	**Tier 2: NAS** *Purdue Opioids Use ≥6 mo*	**Tier 3: NAS** *No Addiction from Purdue Opioids, No Purdue Opioids Use During Pregnancy, and Purdue Opioids Use <6 mo.*
BASE AWARD	20,000 pts[17]	40,000 pts	6,000 pts	$3,500	20,000 pts	6,000 pts	$3,500
LEVELS (one of the below)[18]							
A	10,000 pts OUD Diagnosis, OR MAT for > 6 months	N/A	3,000 pts OUD Diagnosis, OR MAT for > 6 months	N/A	10,000 pts NICU of 2-30 days, OR minor NAS-related injuries	3,000 pts NICU of 2-30 days, OR minor NAS-related injuries	N/A
B	20,000 pts Death From An Opioid	N/A	20,000 pts Death From An Opioid	N/A	20,000 pts NICU >30 days, OR Other serious NAS-related injuries	20,000 pts NICU >30 days, OR Other serious NAS-related injuries	N/A

[17] Claimants who do not claim addiction, dependence or abuse of opioids are not entitled to receive Tier 1A Awards.

[18] If a Claimant does not qualify for additional Level Awards, they do not get additional money above the Base Award. A Claimant can only qualify for one, but not multiple, Level Awards.

§ 9. BAR FOR PRIOR SETTLED CASES

Prior Settlements and Awards – A PI Claimant whose PI Claim was reduced to a prior settlement, judgment, or award against a Debtor shall be barred from any Award in this TDP (Easy Payment, Base Award or Level Award) on account of such PI Claim and shall not recover from the Trust on account of such PI Claim; provided, however, that a prior settlement with respect to a living person's OUD claim does not bar a subsequent wrongful death claim arising out of that settled OUD claim.

§ 10. ADDITIONAL CLAIM FACTORS AND VALUATION

(a) To the extent practicable, only objective factors are to be scored, based upon the axiom that in mass torts consistency is fairness.

(b) This grid is based in part on other scoring grids developed in comparable cases and development of a scoring grid with unique customization according to the claims and injuries encountered and reviewed in sampling the individual PI Claimants.

(c) Because of limited funds, economic damages are not compensable. This TDP only compensates general pain and suffering. Nonetheless, all damages from use of qualifying opioids are being channeled to this Trust and released, including both economic and non-economic or general damages.

(d) Only reported injuries are scored.

(e) In no circumstance shall the Trust claims administrator assign any claim value for any punitive damages, statutory enhanced damages, or statutory attorneys' fees or costs.

(f) Only PI Claims based on injuries or facts occurring prior to the filing of a proof of claim form in the Chapter 11 Cases are eligible for recovery.

§ 11. FAIRNESS AUDITS AND FRAUD PREVENTION.

The Claims Administrator will use appropriate technology and strategies to prevent paying fraudulent claims while making the claims process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process. Among the techniques will be technology to prevent claims submitted by BOTS, unique PI Claimant ID numbers, strategic claim form fields, while not falsely flagging legitimate claims. Periodic fairness audits will be conducted on samples of claims, to ensure that they are being graded and paid fairly.

§ 12. CHARITY.

The PI Trust will establish a charitable trust to accept donations that can be used to address the opioid addiction crisis by providing grant funding for recovery support services, addiction and addiction family harm reduction-related activities, education, family support, community-based advocacy efforts, and assistance to organizations providing services to individuals and caregivers grappling with opioid-related problems of PI Claimants. The distribution of funding provided by this charity may be streamlined through qualified not-for-profit organizations. The charity will be funded only through donations; none of the funds

received by the PI Trust under the Plan will be diverted to fund this charity. PI Claimants may choose to allocate part or all of their share of their recovery to this charity.

§ 13. APPEALS.

Each PI Claimant has an appeal right, which is described in Exhibit D. The decision of the Appeals Master pursuant to Exhibit D is final and binding, and PI Claimants have no further appeal rights beyond those set forth in Exhibit D.

SCHEDULE A

QUALIFYING OPIOIDS FOR THE INDIVIDUAL PURDUE PHARMA LP PI TRUST DISTRIBUTION PROCEDURE

Drug Name	NDC Labeler and Drug Prefix
OxyContin	59011-410-
OxyContin	59011-415-
OxyContin	59011-420-
OxyContin	59011-430-
OxyContin	59011-440-
OxyContin	59011-460-
OxyContin	59011-480-
OxyContin	59011-0100-
OxyContin	59011-0103-
OxyContin	59011-0105-
OxyContin	59011-0107-
OxyContin	59011-0109-
OxyContin	43063-0244-
OxyContin	43063-0245-
OxyContin	43063-0246-
OxyContin	43063-0354-
Butrans	59011-750-
Butrans	59011-751-
Butrans	59011-752-
Butrans	59011-757-
Butrans	59011-758-
Hysingla ER	59011-271-
Hysingla ER	59011-272-
Hysingla ER	59011-273-
Hysingla ER	59011-274-
Hysingla ER	59011-275-
Hysingla ER	59011-276-
Hysingla ER	59011-277-
MS Contin	42858-515-
MS Contin	42858-631-
MS Contin	42858-760-
MS Contin	42858-799-
MS Contin	42858-900-
MS Contin	00034-0513-
MS Contin	00034-0514-
MS Contin	00034-0515-
MS Contin	00034-0516-
MS Contin	00034-0517-
MS Contin	16590-884-
Dilaudid	42858-122-
Dilaudid	42858-234-

Dilaudid	42858-338-
Dilaudid	42858-416-
Dilaudid	76045-009-
Dilaudid	76045-010-
Dilaudid	0074-2414-
Dilaudid	0074-2415-
Dilaudid	0074-2416-
Dilaudid	0074-2426-
Dilaudid	0074-2451-
Dilaudid	0074-2452-
OxyIR	59011-0201-
OxyFast	59011-0225-
MSIR	00034-0518-
MSIR	00034-0519-
MSIR	00034-0521-
MSIR	00034-0522-
MSIR	00034-0523-
Palladone	59011-0312-
Palladone	59011-0313-
Palladone	59011-0314-
Palladone	59011-0315-
Buprenorphine	42858-353-
Buprenorphine	42858-493-
Buprenorphine	42858-501-
Buprenorphine	42858-502-
Buprenorphine	42858-586-
Buprenorphine	42858-750-
Buprenorphine	42858-839-
Hydromorphone Hydrochloride	42858-301-
Hydromorphone Hydrochloride	42858-302-
Hydromorphone Hydrochloride	42858-303-
Hydromorphone Hydrochloride	42858-304-
Morphine Sulfate	42858-801-
Morphine Sulfate	42858-802-
Morphine Sulfate	42858-803-
Morphine Sulfate	42858-804-
Morphine Sulfate	42858-805-
Morphine Sulfate	0904-6557-
Morphine Sulfate	0904-6558-
Morphine Sulfate	0904-6559-
Morphine Sulfate	35356-833-
Morphine Sulfate	35356-836-
Morphine Sulfate	35356-838-
Morphine Sulfate	42858-801-
Morphine Sulfate	42858-802-
Morphine Sulfate	42858-803-
Morphine Sulfate	42858-810-
Morphine Sulfate	42858-811-
Morphine Sulfate	42858-812-

Morphine Sulfate	61919-966-
Morphine Sulfate	67296-1561-
Morphine Sulfate	68084-157-
Morphine Sulfate	68084-158-
Morphine Sulfate	63304-400-
Morphine Sulfate	63304-401-
Morphine Sulfate	16590-966-
Oxycodone Hydrochloride	0406-0595-
Oxycodone Hydrochloride	0093-0031-
Oxycodone Hydrochloride	0093-0032-
Oxycodone Hydrochloride	0093-0033-
Oxycodone Hydrochloride	0093-5731-
Oxycodone Hydrochloride	0093-5732-
Oxycodone Hydrochloride	0093-5733-
Oxycodone Hydrochloride	0093-5734-
Oxycodone Hydrochloride	0115-1556-
Oxycodone Hydrochloride	0115-1557-
Oxycodone Hydrochloride	0115-1558-
Oxycodone Hydrochloride	0115-1559-
Oxycodone Hydrochloride	0115-1560-
Oxycodone Hydrochloride	0115-1561-
Oxycodone Hydrochloride	0115-1562-
Oxycodone Hydrochloride	0591-2693-
Oxycodone Hydrochloride	0591-2708-
Oxycodone Hydrochloride	0591-3503-
Oxycodone Hydrochloride	0781-5703-
Oxycodone Hydrochloride	0781-5726-
Oxycodone Hydrochloride	0781-5767-
Oxycodone Hydrochloride	0781-5785-
Oxycodone Hydrochloride	10702-801-
Oxycodone Hydrochloride	10702-803-
Oxycodone Hydrochloride	42858-001-
Oxycodone Hydrochloride	42858-002-
Oxycodone Hydrochloride	42858-003-
Oxycodone Hydrochloride	42858-004-
Oxycodone Hydrochloride	42858-005-
Oxycodone Hydrochloride	49884-136-
Oxycodone Hydrochloride	49884-137-
Oxycodone Hydrochloride	49884-138-
Oxycodone Hydrochloride	49884-197-
Oxycodone Hydrochloride	60505-3537-
Oxycodone Hydrochloride	60505-3538-
Oxycodone Hydrochloride	60505-3539-
Oxycodone Hydrochloride	60505-3540-
Oxycodone Hydrochloride	60951-0702-
Oxycodone Hydrochloride	60951-0703-
Oxycodone Hydrochloride	60951-0705-
Oxycodone Hydrochloride	60951-0710-
Oxycodone Hydrochloride	67296-1376-

Oxycodone Hydrochloride	67296-1560-
Oxycodone Hydrochloride	68774-0161-
Oxycodone Hydrochloride	68774-0162-
Oxycodone Hydrochloride	68774-0163-
Oxycodone Hydrochloride	68774-0164-
Oxycodone Hydrochloride	00093-0024-
Oxycodone Hydrochloride	00093-0031-
Oxycodone Hydrochloride	00093-0032-
Oxycodone Hydrochloride	00093-0033-
Oxycodone Hydrochloride	00115-1644-
Oxycodone Hydrochloride	00172-6354-
Oxycodone Hydrochloride	00172-6355-
Oxycodone Hydrochloride	00172-6356-
Oxycodone Hydrochloride	00172-6357-
Oxycodone Hydrochloride	00591-3501-
Oxycodone Hydrochloride	00591-3502-
Oxycodone Hydrochloride	00591-3503-
Oxycodone Hydrochloride	00591-3504-
Oxycodone Hydrochloride	52152-0408-
Oxycodone Hydrochloride	52152-0409-
Oxycodone Hydrochloride	52152-0410-
Oxycodone Hydrochloride	52152-0411-
Hydrocodone Bitartrate/Acetaminophen	42858-040-
Hydrocodone Bitartrate/Acetaminophen	42858-139-
Hydrocodone Bitartrate/Acetaminophen	42858-201-
Hydrocodone Bitartrate/Acetaminophen	42858-202-
Hydrocodone Bitartrate/Acetaminophen	42858-203-
Hydrocodone Bitartrate/Acetaminophen	42858-238-
Oxycodone/Acetaminophen	42858-102-
Oxycodone/Acetaminophen	42858-103-
Oxycodone/Acetaminophen	42858-104-

SCHEDULE D

PROCEDURE FOR DEFICIENCIES AND APPEALS FOR THE INDIVIDUAL PURDUE PHARMA LP PI TRUST DISTRIBUTION PROCEDURE

1.01 Curing Deficiencies. If the Claims Administrator[1] determines that a claim submitted pursuant to the Trust Distribution Procedure (TDP) is incomplete, (s)he will notify the PI Claimant and afford a 14-day period to cure any such deficiency. Such deficiencies include, but are not limited to, failure to sign the Claim Form (Exhibit [ ] to the TDP), failure to complete the Claim Form, failure to execute a HIPAA authorization (Exhibit [ ] to the TDP), or submission of a declaration that fails to meet the requirements of § 5 of the TDP. If the deficiency is timely cured to the satisfaction of the Claims Administrator, no deduction or penalty will be assessed to an otherwise qualifying Claim. If the deficiency is not timely cured, or not cured at all, the Claims Administrator, depending on the nature of the deficiency, has the authority to prevent the PI Claimant from receiving all or part of any award (s)he would otherwise be entitled to.

1.02 Appeals to the Claims Administrator. If a PI Claimant is dissatisfied with his/her award determination pursuant to the TDP or a determination by the Claims Administrator to limit or prohibit an award pursuant to the deficiency process described in Section 1.01 above, (s)he can appeal to the Claims Administrator within fourteen (14) days of receiving notice of such Claims Administrator determination by submitting a written document clearly marked as "Appeal to Claims Administrator." In that document, the PI Claimant should identify the determination with which the PI Claimant disagrees and state the reasons for the disagreement. The PI Claimant may submit any additional documentation (s)he wishes to have considered. Only one appeal is permitted per Proof of Claim. The Claims Administrator shall conduct a de novo review and promptly issue a ruling in writing to the PI Claimant and/or his/her counsel, as applicable. In the event that the Claims Office determines that the records submitted in support of the Claim are unreliable, the Notification of Status letter shall advise the PI Claimant of such determination and shall identify the particular records or statements that are deemed unreliable. The Claims Administrator shall not change the TDP allowance criteria. The PI Claimant shall have the right to appeal any such determination to the Appeals Master as set forth in Section 1.03 herein.

1.03 Appeals to Appeals Master. PI Claimants who disagree with the ruling of the Claims Administrator may appeal to the Appeals Master within fourteen (14) days of notice of such ruling by submitting a written statement outlining the PI Claimant's position and why the PI Claimant believes the Claims Office and Claims Administrator have erred. An appeal fee of $1,000 shall be assessed against the PI Claimant's recovery from the PI Trust regardless of the outcome of the Appeal. The Appeals Master shall review only the appeal record and Claim file in deciding the appeal. The Appeals Master shall apply

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the TDP.

the guidelines and procedures established in the TDP, and the appeals process shall not result in any modification of substantive eligibility criteria. The Appeals Master shall issue a determination on the appeal in writing, which shall be served on the PI Claimant (and his/her counsel, where applicable) and the Claims Administrator. Decisions of the Appeals Master pursuant hereto are final and binding, and PI Claimants have no further appeal rights beyond those set forth herein.

Exhibit D

LRP Agreement

MASTER AGREEMENT GOVERNING THE OPIOIDS PRIVATE LIEN RESOLUTION PROGRAM

PREAMBLE

This agreement (the "LRP Agreement")[1] is made and entered into as of the Effective Date, by and between the following parties (the "Parties"):

- Each Holder of a Third Party Payor Claim authorized to participate in the TPP Trust and signatory hereto (each such Holder individually, a "Participating TPP," and collectively, the "Participating TPPs");

- Each Holder of an Allowed PI Claim (each such Holder referred to herein as a "Participating Claimant") upon and by virtue of the submission of a Claim Form to the PI Trust;

- Each Claimant's Counsel signatory hereto, in its capacity as counsel to one or more Participating Claimants;

- MASSIVE: Medical and Subrogation Specialists ("MASSIVE"), as the third-party lien resolution administrator ("PI LRP Administrator") as designated under the PI Trust Agreement;

- The administrator(s) (each, a "TPP Administrator") designated by the undersigned counsel to the Participating TPPs in accordance with the provisions hereof;

- Ed Gentle of Gentle, Turner, Sexton & Harbison, LLC, in his capacity as the claim administrator for the PI Trust ("PI Claim Administrator"); and

- The Creditor Trustee for the TPP Trust ("TPP Trustee"), exclusively for the limited purposes of monitoring and enforcement as set forth in Section V(B)(3) hereof.

WHEREAS, the Parties to this LRP Agreement desire to create a fair, swift, and cost-effective program (the "Private Lien Resolution Program") under which a Participating Claimant shall be provided an expedited resolution process on favorable terms used for resolution of liens asserted or that may be asserted by Participating TPPs against recoveries of Participating Claimants under the Plan;

WHEREAS, upon conclusion of the matching and reimbursement processes and receipt of funds by the Participating TPPs as provided herein, any and all claims of the Participating TPPs against the Participating Claimants' recoveries under the Plan shall be resolved and discharged, and all liens of the Participating TPPs on Participating Claimants' recoveries under the Plan shall be released. Participating TPPs are entitled to receive only the reimbursements described below as against the Participating Claimants or from the PI Trust. Participating TPPs are not releasing any subrogation or reimbursement rights, liens, or claims they may have against recoveries other than recoveries under the Plan, including any rights or claims against recoveries other than Plan

[1] Capitalized terms used herein that are not defined in the body of this LRP Agreement, the Declarations Page, or Appendix A: Definitions have the meanings ascribed to them in the Plan or the PI Trust Documents, as applicable.

recoveries that are received on account of the conduct of entities that are not affiliated with the Debtors.

WHEREAS, the following sets forth the agreement between and among the Parties concerning their respective obligations;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is stipulated and agreed by and between the Parties as follows:

I. ESTABLISHING THE PRIVATE LIEN RESOLUTION PROGRAM

A. Participating Claimant Obligations.

Within twenty (20) days after Effective Date, the PI LRP Administrator shall provide to each TPP Administrator in electronic form and in the manner established by the PI Claim Administrator and the members of the Third-Party Payor Group, the following information about each Participating Claimant: (a) First name; (b) Middle name or initial; (c) Last name; (d) Residential address; (e) Full social security number; (f) Date of birth; (g) Date of first qualifying opioid ingestion; and (h) Injury relating to any Allowed PI Claim. The PI LRP Administrator shall supplement this information and provide the new information to each TPP Administrator every thirty days, to add information about PI Claimants who become Participating Claimants upon allowance of their claims in whole or in part.

Participating TPPs shall make their best effort to locate Participating Claimants in limited circumstances where a full social security number is not available.

B. Participating TPP Obligations

Within ten (10) days after the Effective Date, each Participating TPP shall designate the individual or entity which shall serve as its TPP Administrator. Such designation shall be made by sending written notice of that election to undersigned TPP counsel, the PI LRP Administrator and the PI Claim Administrator, it being agreed that a Participating TPP that provides such designation on the consent form/signature page evidencing its participation in this agreement shall have satisfied the notice requirement. If any Participating TPP fails to timely make such a designation, such Participating TPP shall be considered to have designated the creditor identified in Part 1, Question 1, of its Proof of Claim as its TPP Administrator, and any notice required under this LRP shall be sent to the address indicated in Part 1, Question 4, of its Proof of Claim.[2]

II. DETERMINING THE INITIAL LIEN AMOUNT

A. The Participating Claimant List

Within twenty (20) days after the Effective Date, or as soon thereafter as practicable, the PI LRP Administrator shall provide each TPP Administrator with the Participating Claimant List, in the

[2] A Participating TPP who elects to administer its own liens is encompassed within term "TPP Administrator" as used throughout this LRP Agreement.

form of an electronic file in a format mutually agreed to by the majority of TPPs. The date on which the PI LRP Administrator provides the Participating Claimant List to the TPP Administrator(s) shall be considered the "Notice Date" as to each Participating Claimant identified therein. The PI LRP Administrator shall supplement this list as set forth in Section I(A) hereof.

If a TPP Administrator identifies a Participating Claimant with any missing, incomplete, or invalid data, that TPP Administrator shall, no later than forty five (45) days after the Notice Date, notify the PI LRP Administrator of the missing, incomplete, or invalid data, and the Notice Date for such Participating Claimant shall not occur as to any Participating TPP(s) represented by that TPP Administrator until such data is complete and provided to that TPP Administrator in the form of a supplemental Participating Claimants List.

Any Participating Claimant determined to have missing, incomplete, or invalid data shall be excluded from the below-noted timeframes. Participating Claimants identified with missing or incomplete data shall be resubmitted with complete data by the PI LRP Administrator to the TPP Administrator which notified the PI LRP Administrator of the incomplete data. The first day which is the 15th of the month following the day on which the PI LRP Administrator provides complete data to the TPP Administrator(s) shall be considered the "Notice Date" as to each Participating Claimant previously identified to have had missing, incomplete, or invalid data. The Notice Date in respect of Participating Claimants with complete data shall not be delayed due to other Participating Claimants with missing, incomplete, or invalid data. Those Participating Claimants with complete data shall be addressed under the below-noted timeframes.

The Participating Claimant List shall be provided by the PI LRP Administrator to TPP Administrators only, shall not be provided by any Party to any other Person, including any Non-Participating TPPs, and shall not be used for any purpose other than those provided for in this LRP Agreement. For example, the Participating Claimant List shall not be used for identification of reimbursement claims of any Non-Participating TPPs, or for identification of any claims against recoveries outside of these Chapter 11 Cases. Furthermore, in the event a Participating Claimant List is provided to counsel for any Participating TPP prior to the Effective Date of the Plan, that Participating Claimant List shall not be shared with any Participating TPP until such time as that Participating TPP or its agent has confirmed in writing that each such Participating TPP agrees to be bound by the terms of this LRP Agreement. In the event of termination of this LRP Agreement with respect to a Participating Claimant pursuant to Section V(C) hereof, the information provided under this LRP Agreement with respect to such Participating Claimant shall not be used to enforce liens against such Participating Claimant.

Each original or later-provided Participating Claimant List shall be treated as an individual Participating Claimant List with its own timeline for purposes of this LRP Agreement. The Notice Date for a Participating Claimant submitted on multiple Participating Claimant Lists shall be the latest-submitted Participating Claimant List on which that Participating Claimant appears.

B. Identifying Matched and Unmatched Claimants

Within three (3) months of the 15th day of the month immediately following the Notice Date, each TPP Administrator shall provide the PI LRP Administrator with an itemized claims history ("Initial Claims History") for the Matched Claimants of the Participating TPPs represented by such TPP

Administrator. Once the Initial Claims History for a Matched Claimant is delivered to the PI LRP Administrator, it may be amended before an Audited Lien Amount for such Matched Claimant is returned or by agreement of the PI LRP Administrator.

Within ninety days of the 15th day of the month immediately following the Notice Date, the PI LRP Administrator shall identify any Matched Claimant for whom multiple Initial Lien Amounts have been received and notify TPP Administrators who have matched such Participating Claimant.

Any Participating Claimant for whom no Initial Claims History is provided by or on behalf of any Participating TPPs following the Claimant Matching Period shall be deemed an "Unmatched Claimant."

C. Treatment of Unmatched Claimants

Participating TPPs shall receive no recovery from any distributions to Unmatched Claimant(s) on account of Allowed PI Claims.

D. Waiver of liens as to certain recoveries

Notwithstanding anything else in this LRP Agreement, each Participating TPP expressly waives any and all claims and liens against the recoveries of Participating Claimants' PI Claims under the Plan with respect to any Participating Claimant whose total Gross Recovery does not exceed $3,500.00 (the "Waived Recovery Amount").

III. DETERMINING THE FINAL LIEN AMOUNT

A. Determination of Approved Lien Amount

The PI LRP Administrator shall have sixty (60) calendar days from the date on which it receives each Participating Claimant's Initial Lien Amount from a TPP Administrator representing a Participating TPP, or a reasonable agreed extension, to provide that TPP Administrator for that Participating TPP with an Audited Lien Amount for that Participating Claimant. To determine the Audited Lien Amount, and in strict accordance with the Claims Audit Protocol, the PI LRP Administrator shall confirm that all the claims secured by the lien are related to the Participating Claimant's opioid use.

The lien amounts produced in accordance with the Claims Audit Protocol may only be disputed based on the following: (1) whether the claimed lien expense was actually incurred by the Participating Claimant; or (2) whether one or more of the claimed lien expenses was actually related to a Compensable Injury. No other grounds for protest will be considered. The party protesting the lien must identify the specific claims being challenged.

If the PI LRP Administrator does not submit an Audited Lien Amount within sixty (60) calendar days (subject to reasonable agreed extension) following the receipt by the PI LRP Administrator of the Initial Lien Amount, or if the PI LRP Administrator gives notice to a Participating TPP that it does not object to the Initial Lien Amount, the Initial Lien Amount provided on behalf of the Participating TPP shall become the approved lien amount hereunder (the "Approved Lien Amount") and be non-appealable by any Party; provided, however, that for any PI Claim that has

not yet been Allowed or Disallowed by the PI Trust or PI Claim Administrator, the PI LRP Administrator will within sixty (60) calendar days from the date on which it receives the Initial Lien Amount on behalf of a Participating TPP, notify that Participating TPP that such PI Claim has yet to be Allowed or Disallowed under the trust distribution procedure for the PI Trust (the "PI TDP").

If an audit cannot be completed by the PI LRP Administrator because of extenuating circumstances, the PI LRP Administrator shall provide ten (10) business days' notice to the appropriate TPP Administrator(s) prior to the expiration of the sixty (60) day period and confer with the same in good faith as to whether a reasonable extension of deadlines may be warranted.

Within thirty (30) calendar days (subject to reasonable agreed extension) of receiving an Audited Lien Amount, the TPP Administrator shall review the Audited Lien Amounts and provide written notice to the PI LRP Administrator of any Protest thereof. If the TPP Administrator does not submit a Protest within this time period, the Audited Lien Amount shall become the Approved Lien Amount and shall be non-appealable by the Participating TPP.

If the TPP Administrator or PI LRP Administrator submits a Protest within the applicable time period and the TPP Administrator and PI LRP Administrator cannot agree on whether a given treatment is related, they shall initially work in good faith to resolve the issue.

If the issue cannot be resolved by good faith negotiations, the TPP Administrator and PI LRP Administrator will submit the dispute to the lien resolution officer ("LRO"), to be appointed by the PI Claim Administrator, PI LRP Administrator and the TPP Administrator by unanimous consent. The LRO shall be experienced in lien resolution and cannot be terminated and replaced except by unanimous consent of such parties, or for good cause cited by one or more of such parties, brought to the attention of all such parties, and failing to be cured. The TPP Administrator and PI LRP Administrator shall initially seek the opinion of the LRO as to resolution of their dispute. If this does not result in an agreed resolution, the TPP Administrator and PI LRP Administrator shall then engage in non-binding mediation with the LRO.

If such mediation fails, the LRO will make a mediator's final recommendation that shall be a final and binding determination of the Approved Lien Amount, unless either the TPP Administrator or the PI LRP Administrator requests that the matter be decided by binding arbitration of the LRO. The procedure to be followed will be informal in nature to the extent practicable. The LRO's arbitration decision shall be final and binding.

The costs of the LRO for all functions other than binding arbitration will be split by the Participating TPP and the PI Trust, with the LRO providing a budget agreed to by the parties to each Protest before the LRO is engaged in each individual lien dispute. Arbitration costs shall be paid by the Party who seeks arbitration.

B. Determination of the Proposed Payable Lien Amount

The Participating TPPs agree to offset and/or cap each Participating TPP's lien with respect to the PI Claims of the Participating Claimants as follows:

The applicable "Lien Cap" shall be:

1) For any statutory lien (*i.e.* MA, MCOs, FEHBA, etc.): 25%.

2) For all preemptive liens (*i.e.* ERISA self-funded, etc.): 25%.

3) For all non-preemptive liens in an Anti-Subrogation State: Liens are waived.

4) For all non-preemptive liens in a Non-Equity State without contractual recovery rights: Liens are waived.

5) For all non-preemptive liens not waived pursuant to (3) or (4) of this Section (B) or otherwise:

   a) Gross Recovery above $50,000: 19.5%.
   b) Gross Recovery between $25,000 and $50,000: 18%.
   c) Gross Recovery below $25,000: 15%.

The "Lien Offset" shall be 30%.

Any Participating Claimant whose Gross Recovery is subject to one or more reimbursable Participating TPP liens shall not have its applicable Lien Caps, Lien Offset, or Holdback Percentage increased by virtue of those multiple liens (i.e., multiple Participating TPPs share a single Lien Cap, Lien Offset, and Holdback Percentage and may not aggregate these limits).

If, in addition to one or more Participating TPP lien(s), a Participating Claimant's Gross Recovery is also subject to one or more reimbursable Governmental Liens, and all of the governmental entities holding such Governmental Liens agree to share in the Lien Cap and Lien Offset with respect to such Participating Claimant, then

i. each of the Holdback Percentage and Lien Cap with respect to such Participating Claimant shall be increased by 2.5%;

ii. the Participating TPP(s) and the holder(s) of the Governmental Lien(s) shall share in a single Lien Cap, Holdback Percentage, and Lien Offset with respect to such Participating Claimant; and

iii. such Participating TPP(s) and such holder(s) of the Governmental Lien(s) shall be reimbursed from such Participating Claimant's total Holdback in an amount pro rata to each lienholder's total reimbursable lien.

If, in addition to one or more Participating TPP lien(s), a Participating Claimant's Gross Recovery is also subject to one or more reimbursable Governmental Liens, and one or more of the governmental entities holding such Governmental Liens do <u>not</u> agree to share in the Lien Cap and Lien Offset with respect to such Participating Claimant, then such Participating Claimant's Lien Cap and Lien Offset shall be reduced by a percentage number equal to half the total lien percentage number claimed by the holder(s) of the Governmental Lien(s). For example, if there is only one holder of a Governmental Lien and such holder takes 30% of a Participating Claimant's Gross Recovery, then the Lien Cap and Lien Offset for a Participating TPP claiming against the same

Participating Claimant would be reduced by 15%. Notwithstanding the foregoing, this paragraph shall not be used to reduce the Lien Cap for a Participating TPP below 5% with respect to any given Participating Claimant.

The PI LRP Administrator shall calculate the "Proposed Payable Lien Amount" as the *lesser* of:

i. The aggregate of each Approved Lien Amount multiplied by the applicable Lien Offset; and

ii. A Participating Claimant's Gross Recovery multiplied by the applicable Lien Cap (the "Capped Lien Amount");

provided, however, that a given Proposed Payable Lien Amount shall not be calculated until the following conditions are met:

i. The three (3) month Claimant Matching Period related to such Participating Claimant as defined in Section II(B) has expired as to all Participating TPPs with claims and liens against such Participating Claimant; and

ii. An Approved Lien Amount for each of the Participating Claimant's liens has been identified from the Claimant Matching Period.

Within ten (10) calendar days after a given Proposed Payable Lien Amount is calculated, the PI LRP Administrator shall provide the Claimant's Counsel (or the Participating Claimant, if not represented) and the TPP Administrator with notice of such Proposed Payable Lien Amount.

C. Determination of the Final Lien Amount

Within the ten (10) calendar days following receipt of the notice of a Proposed Payable Lien Amount, the TPP Administrator may object to the Proposed Payable Lien Amount only on the grounds that the Proposed Payable Lien Amount was improperly calculated pursuant to the formula set forth above. If the TPP Administrator does not raise such objection, or following resolution of such objection, the Proposed Payable Lien Amount shall become final (the "Final Lien Amount").

IV. RESOLUTION OF LIENS, PAYMENTS MADE, AND RELEASES EXCHANGED

A. Holdback

The Parties agree that an amount equal to the Holdback Percentage of each individual Distribution to a Holder of an Allowed PI Claim in accordance with the Plan and the PI Trust Documents shall be held in escrow by [_____] (the "TPP LRP Escrow Agent") and used to satisfy all liens of Participating TPPs resolved under this Private Lien Resolution Program. The escrow shall be funded from funds received by the PI Trust pursuant to the Plan, and the TPP LRP Escrow Agent shall be Ed Gentle of Gentle, Turner, Sexton & Harbison, LLC, in his capacity as the Creditor Trustee of the PI Trust (the "PI Trustee"), or an authorized agent of the PI Trustee.

Non-Participating TPPs' reimbursement interests are not limited by the amount of the Holdback, and the Participating TPPs' recoveries under this LRP Agreement shall not be affected by any Non-Participating TPP's reimbursement interests.

Upon a Participating Claimant becoming a Matched Claimant, or upon determination that there is no match for such Participating Claimant, the Holdback shall be reduced to the Final Lien Amount (if lower) or reduced to $0 if the Participating Claimant's Gross Recovery is less than or equal to the Waived Recovery Amount, that is, $3,500.

B. Final payment for Participating Claimants

1. Matched Claimants

Within thirty (30) calendar days after establishing the Final Lien Amount with respect to a Participating Claimant, the PI LRP Administrator shall send notice of the Final Lien Amount with respect to such Claimant to the TPP LRP Escrow Agent (with a copy sent to the Participating TPP). Upon receipt of such notice and pursuant to the time periods set forth below, the TPP LRP Escrow Agent shall make the following payments:

i. To the Participating TPP or its designated agent: No later than twenty (20) business days after receiving notice of the Final Lien Amount, payment in the amount of the Final Lien Amount. Each Participating TPP shall be responsible for paying to its TPP Administrator any fee charged by such TPP Administrator out of its recovery under this LRP.

ii. To Claimant's Counsel or its designee for the benefit of the Participating Claimant (or to the Participating Claimant, if not represented): Within ten (10) business days following completion of the payments in clause (i) of this Section IV(B)(1), payment of the remainder, if any, of the Holdback.

2. Unmatched Claimants

Beginning seven (7) days after a Participating Claimant is determined to be an Unmatched Claimant as to all Participating TPPs, the PI Claim Administrator or TPP LRP Escrow Agent shall be authorized to make payment of the entire Holdback associated with that particular Unmatched Claimant to the Claimant's Counsel or its designee for the benefit of that particular Unmatched Claimant (or to the Participating Claimant, if not represented).

C. Releases

A Participating Claimant shall be entitled to a release of all claims and liens of a Participating TPP against him/her and his/her recovery under the Plan in connection with his/her PI Claim, in the form attached hereto as Exhibit [ ], upon the occurrence of any of the following under the terms of this LRP Agreement:

(a) Such Participating TPP's receipt of final payment for the Participating Claimant's Final Lien Amount; or

(b) the determination that the total Final Lien Amount for the Participating Claimant is $0.00; or

(c) the determination that the Participating Claimant's total Gross Recovery under the Plan does not exceed the $3,500.00 Waived Recovery Amount.

D. Claimants not subject to release

No release will be given to Non-Participating Claimants.

V. MISCELLANEOUS

A. HIPAA

The Parties shall take all reasonable actions (including entering into all necessary agreements) reasonably necessary to ensure compliance with federal requirements of confidentiality, including (a) the Health Insurance Portability and Accountability Act (HIPAA) and (b) section 543 of the Public Health Service Act, 42 U.S.C. 290dd-2, and its implementing regulation, 42 CFR Part 2 (together, "Part 2"). All Participating Claimants shall be deemed to have consented to the disclosure and sharing (solely to the extent agreed pursuant to the terms hereof) of their information for the purpose of resolving the liens under this LRP Agreement.

B. Governing Law and Adjudication of Disputes

1. Governing Law

This LRP Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without regard to conflict of laws principles, except with respect to the anti-subrogation statutes of Anti-Subrogation States and the non-equity laws and rules of Non-Equity States as referenced herein.

2. Adjudication of Disputes

Subject only to the terms of the following paragraph (3), all actions, disputes, claims, and controversies under common law, statutory law, or in equity of any type or nature whatsoever relating to this LRP Agreement will be subject to and resolved by binding arbitration in Washington, D.C. under the rules of the American Arbitration Association. Any award or order rendered therein may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district in which the party against whom such award or order was entered resides.

3. Jurisdiction of Bankruptcy Court and Rights of TPP Trust

The TPP Trustee shall have the right (i) to inquire periodically with the PI Trustee, the PI Claim Administrator and the escrow agent for the TPP LRP Escrow Account as to whether the TPP Escrow Account has been properly funded and payments therefrom are being made to the LRP Participating TPPs as required under this LRP Agreement, and to request evidence of the same and (ii) to seek entry of an order by the Bankruptcy Court enforcing this LRP Agreement, including the obligations to provide such information and evidence, in the event the TPP Trustee reasonably believes that the TPP LRP Escrow Account has not been properly funded as required by this LRP Agreement, payments have not been made to LRP Participating TPPs as required by this LRP

Agreement, and/or any of the PI Trustee, the PI Claim Administrator and the escrow agent for the TPP LRP Escrow Account is not responding to reasonable requests by the TPP Trustee for such information and evidence.

Notwithstanding the foregoing, the TPP Trustee shall have such monitoring and enforcement rights only as to the PI Trust's *general compliance* with the funding and payment terms of this LRP Agreement, and shall not monitor or enforce individual payments owed to particular Participating TPPs at the single entity level.

C. Severability and Termination

If any provision is construed to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected thereby; provided, however, that any determination that the Lien Offset or Lien Cap are unenforceable by the Participating Claimant shall give to such Participating Claimant or Participating TPP a right to terminate this LRP Agreement with respect to such Participating Claimant only.

D. Amendment only in writing

This LRP Agreement may be amended in writing, in whole or in part, only with the written consent of Claimant's Counsel representing more than 50% of the Participating Claimants and counsel representing more than 50% of the Participating TPPs; provided, however, that this LRP Agreement may not be amended in a way that imposes upon one or more Participating Claimants or Participating TPPs worse treatment than that afforded to one or more other Participating Claimants or Participating TPPs without the consent of the Participating Claimants or Participating TPPs negatively impacted. Upon the successful amendment of this LRP Agreement, the PI LRP Administrator shall cause a copy of the amended LRP Agreement to either be filed on the Bankruptcy Court docket for *In re Purdue Pharma L.P. et al.,* Case No. 19-23649, or posted to an easily accessible website.

E. No admission of liability

Participation in the Private Lien Resolution Program will not constitute any admission of fact, law, liability, or strength or weakness of any claim or defense for any Participating Claimant or Participating TPP.

F. Best efforts

The Parties shall exercise reasonable best efforts to engage in ongoing cooperation to make the Private Lien Resolution Program successful. The Parties recognize that a Holder of a PI Claim may choose to participate even if their health plan is not then a Participating TPP.

G. Counterparts

This LRP Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

APPENDIX A: DEFINITIONS

"*Anti-Subrogation Laws*" shall mean statutes, rules or regulations enacted in any of the Anti-Subrogation States which eliminate a Participating Claimant's obligation to repay liens.

The "*Anti-Subrogation States*" shall mean Arizona, Connecticut, Kansas, Missouri, North Carolina, New Jersey, New York and Virginia.

The "*Appeals Masters*" shall be [ ].

"*Audited Lien Amount*" shall mean that portion of the Initial Lien Amount that is determined by the PI LRP Administrator to be related to medical care for the Compensable Injury.

"*Claim Form*" means the Claim Form attached as Exhibit B to the TDP.

"*Claimant's Counsel*" shall be the law firm or other legal counsel representing a particular Participating Claimant or group of Participating Claimants in connection with the Participating Claimants' PI Claims.

"*Claims Audit Protocol*" shall mean the protocols agreed to by counsel representing more than 50% of the Participating TPPs and the PI LRP Claim Administrator, and applied by the PI LRP Claim Administrator for auditing liens under the Private Lien Resolution Program governed by this LRP Agreement. The Claims Audit Protocol may be amended and updated from time to time by agreement of the PI Claim Administrator and counsel representing more than 50% of the TPPs, shall be considered highly confidential, and may only be distributed or shown on a confidential basis to the Participating TPPs, Claimant's Counsel, the PI LRP Claim Administrator and/or Participating Claimants (upon request of such Participating Claimant to the PI LRP Administrator).

"*Compensable Injuries*" are those set forth in Attachment A. Compensable Injuries shall not include loss of consortium claims, and Participating TPPs shall not assert liens for loss of consortium claims.

"*Debtors*" shall mean Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014).

"*Governmental Lien*" shall mean a related lien asserted by, or on behalf of a healthcare-related governmental entity, including but not limited to, liens asserted under Medicare Part A, Medicare Part B, Medicaid, Tricare, Champus, Indian Benefit Services and/or the Veteran's Administration.

"*Gross Recovery*" shall mean the total Distributions issued to any Holder of an Allowed PI Claim in accordance with the Plan and the PI Trust Documents on account of such PI Claim, before the deduction of any fees.

"*Holdback*" shall mean that portion of each Claimant's Settlement which the Parties have agreed will be held back and placed in the TPP LRP Escrow Account to satisfy the liens being resolved under this LRP Agreement. The amount of the Holdback shall be determined by multiplying the Gross Recovery times the Holdback Percentage.

The "*Holdback Percentage*" shall be 27.5%.

"*Initial Lien Amount*" shall mean the amount of medical care expended on a Participating Claimant's behalf by a Participating TPP related to the Compensable Injury, as determined by the Participating TPP *prior* to any auditing and *prior* to the application of any Lien Cap or Lien Offset.

"*Law Firm*" shall mean any law firm who represents Participating Claimants in connection with the pursuit of PI Claims.

"*Matched Claimant*" shall mean a Participating Claimant whose name has been provided to a Participating TPP, run against the Plan's data, and determined to be a "match" (that is, the Participating Claimant is, or was at the time of treatment, insured by the Participating TPP).

"*Non-Equity Laws*" shall mean any statutes, rules or regulations enacted in any of the Non-Equity States which require a Participating Claimant's obligation to repay healthcare liens to be contractual.

The "*Non-Equity States*" shall mean Illinois, Louisiana, Maine, Michigan, New Hampshire, Ohio and South Carolina.

"*Non-Participating Claimant*" shall mean a Holder of a PI Claim who has not elected to participate in this Private Lien Resolution Program and is not receiving a recovery on account of its PI Claim under the Plan.

"*Non-Participating TPP*" shall mean a private third-party payor who is not participating in this Private Lien Resolution Program. The terms of this Lien Resolution Program will not impact the liens, if any, asserted by a Non-Participating TPP.

"*Participating Claimant List*" shall mean the list compiled periodically by the PI LRP Administrator and sent to the TPP Administrators identifying all new Participating Claimants (*i.e.*, those who have been identified since the prior list was sent). The Participating Claimant information contained on each such list shall be sufficient to allow Participating TPPs to determine if a Claimant "matches" any of its insureds and shall, at a minimum, include (a) First name; (b) Middle name or initial; (c) Last name; (d) Residential address; (e) Full social security number; (f) Date of birth; (g) Date of first qualifying opioid ingestion; and (h) Injury relating to any Allowed PI Claim. The Participating Claimant information contained on this list shall relate to the individual who actually suffered the Compensable Injury (and not to any person representing that Participating Claimant in a representative capacity).

"*Protest*" shall mean a written protest of the Audited Lien Amount. The sole bases for any Protest shall be (i) the relatedness of medical care to the Compensable Injury and/or (ii) whether a claimed lien expense was actually incurred by the Participating Claimant for treatment received by the Participating Claimant.

"*TPP LRP Escrow Account*" means an escrow account to be established, maintained and administered by the Creditor Trustee for the PI Trust and into which the Creditor Trustee for the PI Trust shall deposit a portion of the funds, the aggregate Holdback, received by the PI Trust pursuant to the Plan, in accordance with and subject to the terms of this LRP Agreement.

"*Unmatched Claimant*" shall mean a Participating Claimant whose name has been provided to each Participating TPP Administrator and has been run against the plan's data and determined not to "match" (that is, the Participating Claimant was not covered with respect to its Compensable Injury(ies) by any Participating TPP).

ATTACHMENT A: COMPENSABLE INJURIES

[Attachment pending]

In no event may a prescription for any opioid, other than Medication-Assisted Treatment (MAT) such as Methadone, Suboxone, buprenorphine, be deemed related medical care to a Compensable Injury or otherwise be recoverable under this Private Lien Resolution Program.

Exhibit E

TPP Trust Distribution Procedures

TPP TRUST DISTRIBUTION PROCEDURES[1]

A. APPLICABILITY.

Pursuant to the plan of reorganization of Purdue Pharma L.P. and its Debtor affiliates (the "Plan"), the following claims ("TPP Channeled Claims") shall be channeled to and liability therefor shall be assumed by the TPP Trust as of the Effective Date: (i) all Third-Party Payor Claims,[2] which include all Claims against the Debtors held by Third-Party Payors that are not Domestic Governmental Entities ("TPP Claimants"),[3] and (ii) all Released Claims and Shareholder Released Claims held by Third-Party Payors that are not Domestic Governmental Entities to the extent such Released Claims and Shareholder Released Claims arise out of or relate to Third-Party Payor Claims. TPP Channeled Claims shall be administered, liquidated and discharged pursuant to the TPP Trust Documents, and satisfied solely from funds held by the TPP Trust as and to the extent provided in these distribution procedures (these "TPP Trust Distribution Procedures"). These TPP Trust Distribution Procedures set forth the manner in which the TPP Trust shall make Abatement Distributions to TPP Claimants that satisfy the eligibility criteria for Authorized Recipients set forth herein, including the timely filing of a TPP Abatement Claim Form, as defined in Section D herein (such Abatement Distributions, "TPP Abatement Distributions"). All Distributions in respect of TPP Channeled Claims shall be exclusively in the form of TPP Abatement Distributions and may be used exclusively for the Authorized Abatement Purposes set forth herein.

B. RECEIPT AND USE OF FUNDS BY THE TPP TRUST.

The Plan contemplates that the TPP Trust will receive a total of $365 million over time, with an initial payment of $1 million to the TPP Trust on the Effective Date (the "Initial TPP Trust Distribution") and three subsequent payments to the TPP Trust from the Master Disbursement Trust in the following amounts: (i) $121 million on July 30, 2022, (ii) $122 million on July 30, 2023 and (iii) $122 million on July 30, 2024.[4] The funds paid to the TPP Trust shall be used for the administration (including the payment of expenses) of the TPP Trust and to make the TPP

[1] These procedures are qualified by the terms of the Plan. TPP Claimants are strongly advised to review the Plan as well as all of the TPP Trust Documents, the Debtors' Disclosure Statement and the LRP Agreement for additional information on the terms of the Plan and the treatment of Third-Party Payor Claims. Although the LRP Agreement is a PI Trust Document, it has been attached to these TPP Trust Distribution Procedures as Exhibit 1 purely for ease of reference for TPP Claimants and potential TPP Authorized Recipients.

[2] Terms used but not defined herein shall have the meaning ascribed to them in the Plan.

[3] For the avoidance of doubt, Third-Party Payor Claims include (i) Claims based on the subrogation rights of the Holder thereof that are not otherwise an Other Subordinated Claim and (ii) Claims in respect of self-funded government plans that were and are asserted through private Third-Party Payors, and do not include claims of Third-Party Payors against Holders of PI Claims or Distributions payable to Holders of PI Claims, which are not claims against any Debtor. The claims of Third-Party Payors against Holders of PI Claims and Distributions payable to Holders of PI Claims are addressed in the LRP Agreement, as noted in Section B hereof and in Exhibit 1. *See supra* n.1.

[4] In the event that any payment date is on a date that is not a Business Day, then the making of such payment may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

Abatement Distributions to TPP Claimants that qualify as TPP Authorized Recipients (as defined below).

TPP Authorized Recipients are required to use all funds distributed to them from the TPP Trust solely and exclusively for (i) the Authorized Abatement Purposes set forth herein in Section H and Appendices C and D and (ii) the payment of attorneys' fees and costs of TPP Authorized Recipients (collectively, the "TPP Authorized Abatement Purposes"); *provided*, that a TPP Authorized Recipient that makes the certification required under Sections H and I regarding minimum spending requirements will be deemed to have used the funds received as a TPP Abatement Distribution for TPP Authorized Abatement Purposes; *provided, further* that such certification may be subject to audit by the TPP Trust.

CLAIMS THAT THIRD-PARTY PAYORS MAY HAVE AGAINST DISTRIBUTIONS PAYABLE TO HOLDERS OF PI CLAIMS (SUCH AS REIMBURSEMENT AND LIEN CLAIMS) ARE NOT BEING ADMINISTERED BY THE TPP TRUST AND ARE NOT SUBJECT TO THE PROCEDURES SET FORTH HEREIN. THIRD-PARTY PAYORS MAY ELECT TO RESOLVE SUCH CLAIMS THROUGH THE LIEN RESOLUTION PROCEDURES UNDER THE LRP AGREEMENT, WHICH SHALL BE ATTACHED AS [EXHIBIT [•]] TO THE PI TRUST AGREEMENT (AND IS ATTACHED HEREIN AS EXHIBIT 1 FOR EASE OF REFERENCE), AND WHICH SHALL BE FILED WITH THE PLAN SUPPLEMENT. THE PLAN SUPPLEMENT (INCLUDING THE LRP AGREEMENT) MAY BE OBTAINED FREE OF CHARGE AT HTTPS://RESTRUCTURING.PRIMECLERK.COM/PURDUEPHARMA. DISTRIBUTIONS TO PARTICIPATING THIRD-PARTY PAYORS UNDER THE LRP AGREEMENT WILL BE MADE BY THE PI TRUSTEE FROM FUNDS HELD BY THE PI TRUST.

C. ADMINISTRATION BY TRUSTEE.

The trustee of the TPP Trust (the "Trustee") will be selected in accordance with the Plan in advance of the Effective Date by the Third-Party Payor Group with the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied). [The Third-Party Payor Group is a group of certain TPP Claimants consisting of (i) the TPP Claimants represented by the TPP participants in the Mediation listed in Exhibit A of the *Mediators' Report* [D.I. 1716], (ii) one representative from United Healthcare and one representative from the Ad Hoc Group of Self-Funded Plans identified in the *Verified Statement of the Ad Hoc Group of Self-Funded Health Plans Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [D.I. 1243].]

The Trustee shall have the power and authority to perform all functions on behalf of the TPP Trust, and shall undertake all administrative responsibilities of the TPP Trust (whether directly or through professionals and agents engaged by the TPP Trust, including a claims administrator) as are provided in the Plan and the TPP Trust Documents. The Trustee shall be responsible for all decisions and duties with respect to the TPP Trust, as more fully set forth in the TPP Trust Agreement.

The Trustee shall have the exclusive authority to determine the eligibility of TPP Claimants to be TPP Authorized Recipients and the amount of TPP Abatement Distributions to be made by the TPP Trust. In order to qualify as a TPP Authorized Recipient and be eligible to receive a TPP

Abatement Distribution, TPP Claimants must comply with the terms, provisions and procedures set forth herein, including the TPP Abatement Claim Deadline (defined below) and the timely submission of all forms required pursuant hereto (which shall be in addition to, and not in substitution of, Proofs of Claim filed in the Chapter 11 Cases). The Trustee may investigate any TPP Channeled Claim, and may request information from any TPP Claimant to ensure compliance with the terms set forth in these TPP Trust Distribution Procedures, the other TPP Trust Documents and the Plan.

Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, the Trust shall be and is appointed as the successor-in-interest to, and the representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the TPP Channeled Claims.

In accordance with Section 5.11(b) and (c) of the Plan, the Trustee shall receive copies of all Proofs of Claims for the Third-Party Payor Claims on the Effective Date, and shall be entitled to reasonably request and receive from NewCo such additional information and documents as reasonably necessary for the administration of the TPP Trust, which may include those medical, prescription or business records of the Debtors related to the TPP Channeled Claims, which records shall be transferred from the Debtors to NewCo on the Effective Date.

D. ELIGIBILITY FOR TPP ABATEMENT DISTRIBUTIONS.

To qualify as a TPP Authorized Recipient to receive TPP Abatement Distributions from the TPP Trust, each TPP Claimant must:

a. Have timely filed a Proof of Claim in the Debtors' Chapter 11 Cases (that is, on or before July 30, 2020);

b. Timely submit an additional, completed form (the "TPP Abatement Claim Form," available at Appendix A) to the TPP Trust by the TPP Abatement Claim Deadline, which shall be no later than the first Business Day that is [sixty (60) days] after the Effective Date of the Plan (the "TPP Abatement Claim Deadline") in accordance with the instructions provided with the TPP Abatement Claim Form; and

c. Have provided in connection with such TPP Abatement Claim Form, by or before the TPP Abatement Claim Deadline, a calculation of its Purdue-Related Opioid Spend (as defined in Appendix B), utilizing the Maximum Eligible Amount Calculation Methodology.[5]

Any TPP Claimant who meets all of the above criteria (a)-(c) (each such TPP Claimant, a "TPP Authorized Recipient") shall qualify for TPP Abatement Distributions, subject to the limitations otherwise set forth herein.

[5] The Maximum Eligible Amount Calculation Methodology is attached as Appendix B.

FOR AVOIDANCE OF DOUBT, FOR A TPP CLAIMANT TO QUALIFY AS A TPP AUTHORIZED RECIPIENT AND BE ELIGIBLE TO RECEIVE A TPP ABATEMENT DISTRIBUTION, SUCH TPP CLAIMANT MUST HAVE TIMELY FILED A PROOF OF CLAIM BY OR BEFORE THE GENERAL BAR DATE AND MUST TIMELY SUBMIT A TPP ABATEMENT CLAIM FORM BY OR BEFORE THE TPP ABATEMENT CLAIM DEADLINE (THAT IS, THE FIRST BUSINESS DAY THAT IS [SIXTY (60)] DAYS AFTER THE EFFECTIVE DATE OF THE PLAN, AS SET FORTH BELOW), USING THE MAXIMUM ELIGIBLE AMOUNT CALCULATION METHODOLOGY.

1. Initial Proof of Claim

All TPP Claimants were required, in order to preserve their claims against the Debtors, to file Proofs of Claim by the General Bar Date (that is, July 30, 2020) established by the Bankruptcy Court. More than 467,108 such Proofs of Claim were filed. Many, though not all, were filed using estimated or unliquidated amounts.

Any TPP Claimant that did not timely file a Proof of Claim is barred from asserting or seeking to enforce its Third-Party Payor Claim, pursuant to the Bar Date Order, and shall not be a TPP Authorized Recipient or eligible to receive a TPP Abatement Distribution from the TPP Trust.

2. TPP Abatement Claim Deadline

All TPP Claimants that timely filed a Proof of Claim on or before July 30, 2020 shall be required to submit a TPP Abatement Claim Form by the TPP Abatement Claim Deadline. Any TPP Claimant that does not submit a TPP Abatement Claim Form shall not qualify as a TPP Authorized Recipient, and any TPP Claimant that submits a TPP Abatement Claim Form after the TPP Abatement Claim Deadline shall not qualify as a TPP Authorized Recipient, and shall have no right to any distribution from the TPP Trust. No TPP Abatement Claim Form shall be accepted after the TPP Abatement Claim Deadline.

The TPP Abatement Claim Form requires all TPP Claimants to use the Maximum Eligible Amount Calculation Methodology to determine the amount of their Purdue-Related Opioid Spend, which shall determine the maximum amount they are eligible to receive as a TPP Abatement Distribution. However, the actual amount of the TPP Abatement Distribution to a TPP Authorized Recipient will depend on the total dollar amounts of (i) the TPP Abatement Distribution to all TPP Authorized Recipients and (ii) the Purdue-Related Opioid Spend of all TPP Authorized Recipients.

[The TPP Abatement Claim Form (including instructions for the required calculations and the deadlines and for the submission of such TPP Abatement Claim Form on the website to be maintained by the TPP Trust) will be delivered by the TPP Trustee (or an agent thereof) to each TPP Claimant that timely filed a Proof of Claim no later than [_____] days after the Effective Date (such notice, the "TPP Abatement Distribution Claim Form Notice").] The TPP Abatement Claim Form will make it clear that after the TPP Abatement Claim Forms are reviewed by the Trustee, the TPP website will be the sole form of notice of the TPP Trust's determination of the TPP Abatement Distribution amount each TPP Authorized Recipient is to

receive. The deadline for the posting of such determinations on the website is described in Section E(1) herein.

A TPP Claimant (or its attorney) must deliver, as part of the TPP Abatement Claim Form, a certification signed by the TPP Claimant or its attorney attesting to the accuracy and truthfulness of the TPP Claimant's submission. Such certification must include an attestation that the TPP Claimant utilized the Maximum Eligible Amount Calculation Methodology to determine the Purdue-Related Opioid Spend and that no data required for claims processing and valuation, and no records or information that would reasonably be relevant to the valuation of the claim, have been misrepresented or omitted.

In order to qualify as a TPP Authorized Recipient, a TPP Claimant must also submit to the Trustee on its TPP Abatement Claim Form a written attestation that all funds received by such TPP Claimant as TPP Abatement Distributions will be used exclusively for TPP Authorized Abatement Purposes.

A TPP CLAIMANT THAT FILED AN INITIAL PROOF OF CLAIM MUST TIMELY SUBMIT A TPP ABATEMENT CLAIM FORM IN ORDER TO QUALIFY AS A TPP AUTHORIZED RECIPIENT AND TO BE ELIGIBLE FOR TPP ABATEMENT DISTRIBUTIONS FROM THE TPP TRUST. TPP ABATEMENT DISTRIBUTIONS FROM THE TPP TRUST SHALL BE THE SOLE SOURCE OF RECOVERY IN RESPECT OF TPP CHANNELED CLAIMS, AND NO TPP CLAIMANT SHALL HAVE ANY OTHER OR FURTHER RECOURSE TO THE DEBTORS OR THEIR ESTATES, THE TPP TRUST OR ANY OTHER RELEASED PARTY OR SHAREHOLDER RELEASED PARTY IN RESPECT OF ITS TPP CHANNELED CLAIMS.

3. Use of Maximum Eligible Amount Calculation Methodology to Determine Purdue-Related Opioid Spend

In addition to the requirements set forth above, each TPP Claimant must use the Maximum Eligible Amount Calculation Methodology to identify its Purdue-Related Opioid Spend on a TPP Abatement Claim Form in order to qualify as a TPP Authorized Recipient and to be eligible to receive a TPP Abatement Distribution hereunder. On the TPP Abatement Claim Form, each TPP Claimant must set forth, *inter alia*, the total amount of its Purdue-Related Opioid Spend, certifying that it used the Maximum Eligible Amount Calculation Methodology, as set forth on Appendix B attached hereto, to calculate its Maximum Eligible Amount (as defined below).

TPP Claimants shall not be required to submit the data underlying the amount of their Purdue-Related Opioid Spend with the TPP Abatement Claim Form but shall promptly provide supporting documentation and data, if and when requested by the Trustee, sufficient to enable confirmation of the amounts.

E. DETERMINATION OF TPP ABATEMENT DISTRIBUTIONS.

1. Claims Review and Reconciliation

The Trustee shall review the timely submitted TPP Abatement Claim Forms.

As part of this review and aggregation process, the Trustee shall identify and eliminate duplicative claims, if any, submitted by more than one TPP Authorized Recipient (*e.g.*, by a Self-Funded Health Plan[6] independently and as an ASO[7] encompassed by a TPP Authorized Recipient filing an aggregate Proof of Claim) to ensure a TPP Authorized Recipient does not receive multiple TPP Abatement Distributions in connection with the same Purdue-Related Opioid Spend.

No later than [270 days] after the TPP Abatement Claim Deadline, the Trustee shall cause the website [www._____.com] to be updated to reflect the TPP Trust's determination of the maximum amounts eligible to be distributed to TPP Authorized Recipients (with respect to each TPP Authorized Recipient, its "Maximum Eligible Amount") and initial percentage of total TPP Abatement Distributions represented by such Maximum Eligible Amount (with respect to each TPP Authorized Recipient, its "Initial Allocation Percentage"). This will require that the TPP Trust match the TPP Abatement Claim Forms to the Proofs of Claim that were timely filed in connection with the General Bar Date, review the TPP Abatement Claim Forms and any supporting documentation and data, make determinations about the amount and validity of the Maximum Eligible Amounts submitted by TPP Authorized Recipients, and eliminate any duplicative TPP Abatement Claim Forms that request TPP Abatement Distributions for the same Purdue-Related Opioid Spend.

Each TPP Authorized Recipient's Initial Allocation Percentage will be calculated by dividing (i) the final dollar amount of such TPP Authorized Recipient's Maximum Eligible Amount by (ii) the total dollar amount of all TPP Authorized Recipients' Maximum Eligible Amounts plus the disputed, unresolved Third-Party Payor Claims for which funds must be reserved (see below).

2. Challenges to Determinations by the TPP Trust

TPP Authorized Recipients will have thirty (30) days from the date that the TPP Trust website is updated as set forth in Section E(1) hereof, to submit a letter or letters to the TPP Trust [by submitting such letter or letters on the TPP Trust website] challenging the TPP Trust's determination regarding its Maximum Eligible Amount or Initial Allocation Percentages and/or the Maximum Eligible Amounts or Initial Allocation Percentages of any other TPP Authorized Recipient (the "Challenge Deadline"). A separate letter must be submitted for each challenged Maximum Eligible Amounts and/or Initial Allocation Percentages.

A TPP Authorized Recipient may challenge the Maximum Eligible Amounts and/or Initial Allocation Percentages of as many other TPP Authorized Recipients as it wishes, though each challenge must be made separately by one TPP Authorized Recipient against a single other TPP Authorized Recipient, made on a good faith basis, and accompanied by a detailed letter

[6] The term Self-Funded Health Plan ("SFHP") means a health or disability benefits plan provided by an employer, association, union, or other such entity (the "entity") to its employees, members, or other such beneficiaries entitled to receive benefits under the plan, using the entity's own funds, whereby the entity assumes most of the financial risk relating to health insurance. A SFHP may secure stop-loss coverage from an insurer only to cover unexpectedly large or catastrophic claims.

[7] Self-Funded Health Plans for which a Third-Party Payor performs administrative services only are referred to herein as Administrative Services Only customers or "ASO" or "ASO customers."

identifying the basis or bases for the challenge. A TPP Claimant that did not timely file a Proof of Claim and does not timely submit a TPP Abatement Claim Form shall not have the right to challenge the amount of any other TPP Authorized Recipient's Maximum Eligible Amounts and/or Initial Allocation Percentages.

The TPP Trust will have up to [forty-five (45) days] after the Challenge Deadline to resolve challenges (the "Resolution Deadline"). If a Claim has been timely challenged and no agreement can be reached between the TPP Trust and the TPP Authorized Recipient or TPP Authorized Recipients (i.e., the TPP Authorized Recipient challenging the determination of the TPP Trust, and in the event that the challenge relates to the Maximum Eligible Amount and/or Initial Allocation Percentage of a different TPP Authorized Recipient, that TPP Authorized Recipient), the TPP Authorized Recipient that brought the challenge has the right to file a motion with respect to such challenge with the Bankruptcy Court, within thirty (30) days from the Resolution Deadline.

If there is a timely challenge, the amount of the challenged Maximum Eligible Amount and/or Initial Allocation Percentage shall be determined by negotiated resolution if possible, or, in the absence of agreement, (i) the TPP Trust's determination of the Maximum Eligible Amount and/or Initial Allocation Percentage will control, if no motion is timely filed with the Bankruptcy Court, and (ii) the amount of the Maximum Eligible Amount and/or Initial Allocation Percentage will be determined by the Bankruptcy Court, if a motion is timely filed.

If appropriate due to a successful challenge, the Trustee shall modify one or more amounts of Maximum Eligible Amounts and/or Initial Allocation Percentages accordingly.

Challenges that do not result in a change to the amount of any Maximum Eligible Amount and/or Initial Allocation Percentages shall be deemed unsuccessful and the challenging TPP Authorized Recipient shall be charged for all fees and expenses associated with adjudicating the failed challenge, including all time spent by the Trustee and associated TPP Trust professionals; such fees and expenses shall be subtracted from the challenging TPP Authorized Recipient's TPP Abatement Distribution payment.

If no challenge is timely received, the TPP Trust's determination shall become a final determination as to the amount of that Maximum Eligible Amount and/or Initial Allocation Percentage.

Once the challenge period has ended, the Trustee shall cause the website [www._____.com] to be updated to reflect the final determination of each TPP Authorized Recipient's Maximum Eligible Amount and/or Initial Allocation Percentage, which shall become such TPP Authorized Recipient's "Final Allocation Percentage." The website shall also reflect which, if any, Third-Party Payor Claims continue to be subject to dispute.

F. TPP ABATEMENT DISTRIBUTIONS BY TPP TRUST.

There will be three annual distributions by the TPP Trust, and the TPP Trust will provide a distribution report on the TPP Trust website in advance of each of the distributions.

The first distribution report will be due on the February 15, 2023 (or, if February 15, 2023 is not a Business Day, the next Business Day), provided that February 15, 2023 is at least [fifteen (15) months] after the Effective Date. If it is not, the first distribution report will be due on the date that is [fifteen (15) months] after the Effective Date. The second and third distribution reports will be due one year and two years, respectively, after the date of the filing of the first distribution report.

Distributions to TPP Authorized Recipients will begin thirty (30) days after the filing of each distribution report, with the date on which that distribution begins being a "distribution date."

The maximum amount each TPP Authorized Recipient shall be allowed to receive from a distribution shall be equal to the total gross distributable amount for all TPP Authorized Recipients eligible to receive TPP Abatement Distributions, multiplied by each TPP Authorized Recipient's Final Allocation Percentage, all subject to any amounts reserved on account of disputed Third-Party Payor Claims, consistent with Section G. The existence of a Final Allocation Percentage for a particular TPP Authorized Recipient does not entitle that TPP Authorized Recipient to receive any funds, however, unless it has also complied with the terms of the TPP Trust and the funding of delineated opioid abatement initiatives therein.

At the option of the Trustee, any Cash payment may be made by a check or wire transfer or as otherwise required or provided in the TPP Trust Agreement.

The Trustee shall not be required to make any TPP Abatement Distributions of Cash in an amount less than $100, or such lower amount as determined by the Trustee in accordance with the TPP Trust Agreement to any TPP Authorized Recipient; provided, however, that if any TPP Abatement Distribution is not made pursuant to this Section, such TPP Abatement Distribution shall be added to any subsequent TPP Abatement Distribution to be made to such TPP Authorized Recipient. The Trustee shall not be required to make any final distribution of Cash in an amount less than $100 to any TPP Authorized Recipient. If the amount of any final TPP Abatement Distribution to any TPP Authorized Recipient would be $100 or less, then such distribution shall be made available for distribution to all TPP Authorized Recipients receiving final distributions of at least $100.

In the event that following all distributions and upon completion of the TPP Trust's tasks, the TPP Trust is left with *de minimus* funds, the Trustee may make a donation of such *de minimi* funds to an IRS accredited charity.

G. TREATMENT OF DISPUTED THIRD-PARTY PAYOR CLAIMS.

If thirty (30) days prior to the due date of a distribution report, a Maximum Eligible Amount and/or Initial Allocation Percentage remains disputed, funds shall be reserved on account of that Maximum Eligible Amount and/or Initial Allocation Percentage. Once the Trustee or the Bankruptcy Court, as applicable, makes a determination as to the amount of the TPP Authorized Recipient's Maximum Eligible Amount and/or Initial Allocation Percentage, that TPP Authorized Recipient may be entitled to a "catch-up" payment in connection with the next distribution report and distribution date, consistent with the determination.

THE TPP TRUST SHALL NOT BE REQUIRED TO RESERVE FUNDS FOR A DISPUTED CLAIM UNLESS A TPP CLAIMANT TIMELY SATISFIED THE REQUIREMENTS OF SECTIONS C AND E, INCLUDING BUT NOT LIMITED TO HAVING FILED (I) A PROOF OF CLAIM BY OR BEFORE THE GENERAL BAR DATE AND (II) A TPP ABATEMENT CLAIM FORM, UTILIZING THE MAXIMUM ELIGIBLE AMOUNT CALCULATION METHODOLOGY, BY OR BEFORE THE TPP ABATEMENT CLAIM DEADLINE. A TPP CLAIMANT THAT FAILED TO TIMELY FILE A PROOF OF CLAIM OR TIMELY SUBMIT A TPP ABATEMENT CLAIM FORM SHALL HAVE NO CLAIM AGAINST EITHER THE DEBTORS OR THE TPP TRUST AND NO RIGHT TO ANY DISTRIBUTION FROM THE TPP TRUST.

H. USE OF TPP ABATEMENT DISTRIBUTIONS.

TPP Authorized Recipients are required to use all net funds distributed to them from the TPP Trust solely and exclusively for TPP Authorized Abatement Purposes which consist of (i) Approved MAT Expenses and Approved Uses/Programs[8] and (ii) the payment of attorneys' fees and costs; *provided*, that a TPP Authorized Recipient that makes the certification required under Sections H and I regarding minimum spending requirements will be deemed to have used the funds received as a TPP Abatement Distribution for TPP Authorized Abatement Purposes; *provided, further* that such certification may be subject to audit by the TPP Trust.

A TPP Authorized Recipient that receives a TPP Abatement Distribution from the TPP Trust must certify, pursuant to Section I, that it has spent on an enterprise-wide basis (including parents, subsidiaries, charitable organizations, and affiliate companies), an aggregate amount equal to or exceeding its TPP Abatement Distribution for TPP Authorized Abatement Purposes, and that it has complied with this Section, during the Distribution Period.[9] A TPP Authorized Recipient that submitted an aggregate Proof of Claim on behalf of ASO customers may distribute amounts received to ASO customers provided the TPP Authorized Recipient will certify, pursuant to Section I, that it has spent on an enterprise-wide basis (including parents, subsidiaries, charitable organizations, affiliate companies and ASO customers), an aggregate amount equal to or exceeding its TPP Abatement Distribution for TPP Authorized Abatement Purposes, and that it has complied with this Section, during the Distribution Period. An ASO customer included in an aggregate Proof of Claim will not be subject to independent certification or usage requirements relating to the ASO's share of the TPP Abatement Distribution.

The TPP Trust shall, in accordance with the Plan, the Confirmation Order and the applicable Abatement Trust Documents, make TPP Abatement Distributions to TPP Authorized Recipients exclusively for Authorized Abatement Purposes. The TPP Trust Documents shall clearly state that decisions by TPP Authorized Recipients concerning Abatement Distributions made by the TPP Trust will consider the need to ensure that underserved urban and rural areas, as well as minority communities, receive equitable access to the funds.

[8] *See* Appendices C and D hereto.

[9] The Distribution Period is defined as the twelve (12) month period following each annual distribution date.

1. Approved MAT Expenses and Approved Uses/Programs

TPP Authorized Abatement Purposes include Approved MAT Expenses and Approved Uses/Programs.

Approved MAT Expenses shall include all or part of the costs paid by TPP Authorized Recipients for Allowed MAT Therapy as defined in Appendix C attached hereto.

Approved Uses/Programs focus on providing treatment of Opioid Use Disorder ("OUD") and/or any Substance Use Disorder or Mental Health ("SUD/MH") and are defined in Appendix D attached hereto.[10]

2. Requirements for Self-Funded Health Plans

In each Distribution Period a TPP Authorized Recipient that qualifies as a Self-Funded Health Plan: i) must have spent an aggregate amount at least equal to, or exceeding, its TPP Abatement Distribution for TPP Authorized Abatement Purposes as described in both Appendices C and D hereto; and ii) must have spent an aggregate amount at least equal to, or exceeding, 50% of the Self-Funded Health Plan's TPP Abatement Distribution on Approved Uses/Programs as described in Appendix D hereto. This provision does not apply to the extent a Self-Funded Health Plan is an ASO included in an aggregate Proof of Claim.

3. Requirements for all TPPs other than Self-Funded Health Plans

In each Distribution Period, a TPP Authorized Recipient (including a TPP Authorized Recipient that filed an aggregate Proof of Claim on behalf of ASOs), other than a Self-Funded Health Plan that independently filed a Proof of Claim: i) must have spent on an enterprise-wide basis (including parents, subsidiaries, charitable organizations, affiliate companies and ASO customers), an aggregate amount at least equal to, or exceeding, its TPP Abatement Distribution for TPP Authorized Abatement Purposes as described in both Appendices C and D hereto; and ii) must have spent on an enterprise-wide basis (including parents, subsidiaries, charitable organizations, affiliate companies and ASO customers), an aggregate amount at least equal to, or exceeding, 50% of the TPP Authorized Recipient's TPP Abatement Distribution on Approved Uses/Programs as described in Appendix D hereto.

I. REPORTING BY TPP AUTHORIZED RECIPIENTS.

Within ninety (90) days after the end of a Distribution Period, each TPP Authorized Recipient that received a TPP Abatement Distribution, other than an ASO included in an aggregate Proof of Claim, must submit to the TPP Trust a certification regarding its satisfaction of the minimum spending requirements on TPP Authorized Abatement Purposes or that it was unable to meet the minimum spending requirements and must carryover a portion of its TPP Abatement Distribution.

[10] As used herein, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

If a TPP Authorized Recipient that received a TPP Abatement Distribution is unable to meet or has not met the minimum spending requirements set forth in Section H above during the Distribution Period, those allocated but unused funds can carry over to the subsequent periods and will continue to carry forward each year until the TPP Authorized Recipient meets the relevant spending requirements for TPP Authorized Abatement Purposes. Additional annual certification(s) must be submitted until the TPP Authorized Recipient meets the relevant spending requirements. A TPP Authorized Recipient shall not be subject to a penalty for failing to meet the minimum spending requirements with respect to its TPP Abatement Distribution during a given Distribution Period.

The TPP Trust shall have the right to audit a claimant to determine whether the TPP Authorized Recipient's expenditures for TPP Authorized Abatement Purposes have met the requirements set forth in the TPP Trust Documents.

Each TPP Authorized Recipient, other than an ASO included in an aggregate Proof of Claim, if and when requested by the Trustee, shall provide supporting documentation, in a mutually agreed upon format, demonstrating that the TPP Authorized Recipient's expenditures for TPP Authorized Abatement Purposes have met the requirements of the TPP Trust Documents. All Proofs of Claim, TPP Abatement Claim Forms and certifications filed or submitted by TPP Claimants are subject to audit by the TPP Trustee, at the Trustee's discretion. If the TPP Trustee finds a material misstatement in a TPP Claimant's Proof of Claim, TPP Abatement Claim Form or certification, the TPP Trustee may allow that TPP Claimant up to 30 days to resubmit its Proof of Claim, TPP Abatement Claim Form or certification with supporting documentation or revisions. Failure of the TPP Claimant to timely correct its misstatement in a manner acceptable to the Trustee may result in forfeiture of all or part of the TPP Claimant's qualification as a TPP Authorized Recipient or right to receive TPP Abatement Distributions.

J. ADDITIONAL REPORTING BY THE TPP TRUST.

The TPP Trust shall file an annual report on its website after each year that the TPP Trust is in existence, summarizing the distributions made from the TPP Trust and detailing the status of any TPP Authorized Recipient audits, and any recommendations made by the Trustee relating to such audits.

APPENDICES AND EXHIBITS

APPENDIX A: TPP Abatement Claim Form

APPENDIX B: Maximum Eligible Amount Calculation Methodology

APPENDIX C: Approved MAT Expenses

APPENDIX D: Approved Uses/Programs

EXHIBIT 1: LRP Agreement

APPENDIX A: TPP Abatement Claim Form

[To be filed on or prior to the Plan Supplement deadline]

APPENDIX B: Maximum Eligible Amount Calculation Methodology

TPP Claimants shall use the following methodology for calculating the Maximum Eligible Amount distributable to them:

For the period of January 1, 2008 through December 31, 2019, provide the following:

1. The number of subscribers or dependents covered under the TPP Claimant's plan during some or all of the period from January 1, 2008 through December 31, 2019 (each, a "Unique Member") who were prescribed one or more of the drugs identified on the NDC List.

2. The number of unique prescriptions paid, all or in part, by your plan for the drugs identified on the NDC List.

3. The total final dollars paid by your plan for the prescriptions for the drugs identified in 2 above.

4. The number of Unique Members identified in 1 above who were diagnosed with an Opioid Use Disorder, using one or more of the codes on the OUD ICD 10 List.

5. For the Unique Members identified in 4 above, the total dollar amount of medical claims with the ICD, CPT, or HCPS codes on the OUD Medical Claims Codes List, paid for those Unique Members.

The NDC List, OUD ICD 10 List, and OUD Medical Claims Codes List will be attached to and included with the Third-Party Payor Abatement Claim Form.

APPENDIX C: Approved MAT Expenses

Approved MAT Expenses. All or part of the expenses incurred by TPP Authorized Recipients for Allowed MAT Therapy, defined as claims paid for the following therapies or under the following ICD/CPT/HCPS codes:

1. Medication Assisted Treatment (MAT): Assigned ICD-10 code F11.20 (convert to ICD-9 304.00, 304.01, and 304.02) for opioid dependence.
2. Visit type: Adult Wellness Visit (AWV) or acute visit for Opioid Use Disorder/Dependence Comprehensive evaluation of new patient or established patient for suitableness for buprenorphine treatment.
3. New Patient: code 99205, 99201
4. Established Patient: code 99211-99215
5. Visit type: MAT medication induction.
6. Established Patient E/M: 99211–99215
7. Patient Consult: 99241-45(*)[11]
8. Telephonic: 99241 can only be used as telephonic prescriber-to-prescriber consultation regarding a patient. Patient cannot be present.
9. Prolonged visits codes (99354, 99355) (*)
10. 30-74 minutes: 99354(*)
11. 75-104 minutes: 99355(*)
12. 105+ minutes: 99354+99355x2(*)
13. Visit type: MAT medication/maintenance. Acute visit for OUD/opioid dependence.
14. Established Patient: 99212-15
15. SBIRT substance abuse and structured screening and brief intervention services: 99408 (can be offered and billed for naloxone education.)
16. CPT/Prof HCPC/FAC
17. 99214 – E/M office visit/G0480 – UDT definitive
18. 99213 – E/M office visit/H0015 - IOP
19. 99285 – E/M ER visit/H2035 – drug treatment program per hour
20. 99215 – E/M office visit/G0481 – UDT definitive
21. 80307 – UDT presumptive/H0010 – acute/subacute detox
22. 99232 – E/M inpatient visit/H2036 - drug treatment program per diem
23. 99233 – E/M inpatient visit/G0463 – outpatient clinic visit
24. 99223 – E/M inpatient visit/H0011 - acute/subacute detox
25. 99284 – E/M ER visit/H0007 outpatient crisis intervention
26. 99204 – E/M office visit/G0482 – UDT definitive

[11] Codes followed by an asterisk (*) have been identified as frequently subject to abuse and are being reviewed.

27. 99231 – E/M inpatient visit/G0483 – UDT definitive
28. 99205 – E/M office visit/H0001 – alcohol and/or drug treatment assessment
29. 99220 – E/M observation/H0020 – alcohol and/or drug treatment – methadone administration
30. 99443 – E/M telephone service/H0050 – alcohol and/or drug treatment, brief intervention
31. 99283 – E/M ER visit/G0396 - alcohol and/or substance abuse structured assessment and brief intervention (15 to 30 mins)
32. 99212 – E/M office visit/G0397 - alcohol and/or substance abuse structured assessment and brief intervention (more than 30 mins)
33. 96372 - Therapeutic, prophylactic, or diagnostic injection (specify material injected); subcutaneous or intramuscular
34. J2315 - Injection, naltrexone, depot form, 1 mg
35. 3E023GC - Introduction of other therapeutic substance into muscle, percutaneous approach
36. 96372 - Therapeutic, prophylactic, or diagnostic injection (specify material injected); subcutaneous or intramuscular (same as Vivitrol)
37. Q9991 – Injection, buprenorphine extended-release (Sublocade), less than or equal to 100 mg
38. Q9992 – Injection, buprenorphine extended-release (Sublocade), greater than 100 mg
39. G2067 Medication assisted treatment, methadone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing, if performed (provision of the services by a Medicare-enrolled Opioid Treatment Program)
40. G2068 Medication assisted treatment, buprenorphine (oral); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare-enrolled Opioid Treatment Program)
41. G2069 – Medication assisted treatment, buprenorphine (injectable); weekly bundle including dispensing and/ or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare-enrolled Opioid Treatment Program)
42. G2070 Medication assisted treatment, buprenorphine (implant insertion); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare-enrolled Opioid Treatment Program)
43. G2071 Medication assisted treatment, buprenorphine (implant removal); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare enrolled Opioid Treatment Program)
44. G2072 Medication assisted treatment, buprenorphine (implant insertion and removal); weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare enrolled Opioid Treatment Program)

45. G2073 Medication assisted treatment, naltrexone; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing if performed (provision of the services by a Medicare-enrolled Opioid Treatment Program)

46. G2074 – Medication assisted treatment, weekly bundle not including the drug, including substance use counseling, individual and group therapy, and toxicology (provision of the services by a Medicare-enrolled opioid treatment program)

47. G2075 Medication assisted treatment, medication not otherwise specified; weekly bundle including dispensing and/or administration, substance use counseling, individual and group therapy, and toxicology testing, if performed (provision of the services by a Medicare-enrolled opioid treatment program)

48. G2076 Intake activities, including initial medical examination that is a complete, fully documented physical evaluation and initial assessment by a program physician or a primary care physician, or an authorized health care professional under the supervision of a program physician qualified personnel that includes preparation of a treatment plan that includes the patient's short-term goals and the tasks the patient must perform to complete the short-term goals; the patient's requirements for education, vocational rehabilitation, and employment; and the medical, psycho- social, economic, legal, or other supportive services that a patient needs, conducted by qualified personnel (provision of the services by a Medicare-enrolled opioid treatment program)

49. G2077 Periodic assessment; assessing periodically by qualified personnel to determine the most appropriate combination of services and treatment (provision of the services by a Medicare-enrolled opioid treatment program)

50. G2078 Take home supply of methadone; up to 7 additional day supply (provision of the services by a Medicare-enrolled opioid treatment program)

51. G2079 Take home supply of buprenorphine (oral); up to 7 additional day supply (provision of the services by a Medicare-enrolled opioid treatment program)

52. G2080 Each additional 30 minutes of counseling in a week of medication assisted treatment, (provision of the services by a Medicare-enrolled opioid treatment program)

53. G2086 –Office-based treatment for opioid use disorder, including development of the treatment plan, care coordination, individual therapy and group therapy and counseling; at least 70 minutes in the first calendar month

54. G2087 – Office-based treatment for opioid use disorder, including care coordination, individual therapy and group therapy and counseling; at least 60 minutes in a subsequent calendar month

55. G0516 – Insertion of non-biodegradable drug delivery implants, 4 or more (services for subdermal rod implant)

56. G0517 – Removal of non-biodegradable drug delivery implants, 4 or more (services for subdermal implants)

57. G0518 – Removal with reinsertion, non-biodegradable drug delivery implants, 4 or more (services for subdermal implants)

58. G2215 – Take home supply of nasal naxolone (provision of the services by a Medicare enrolled opioid treatment program)

G2216 – Take home supply of injectable naxolone (provision of the services by a Medicare enrolled opioid treatment program)

59.

60. 11981 – Insertion of single non-biodegradable implant
61. 11982 – Removal of single non-biodegradable implant
62. 11983 – Removal and re-insertion of single nonbiodegradable implant
63. 17999 – unlisted procedure, skin, mucous mem
64. S9475 –Ambulatory setting substance abuse treatment or detoxification services
65. H0020 ALCOHL &OR RX SRVC; METHADONE ADMIN &OR SERVICE
66. H0033 ORAL MEDICATION ADMIN DIRECT OBSERVATION
67. J3490 - Buprenorphine extended-release injection, for subcutaneous use (Sublocade)
68. J0570 – Buprenorphine implant, 74.2 mg; Physician office and Outpatient
69. J0571 BUPRENORPHINE ORAL 1 MG
70. J0572 BUPRENORPHINE/NALOXONE ORAL </=TO 3 MG BPN
71. J0573 BUPRENORPHNE/NALOXONE ORAL >3 MG BUT </=6 MG BPN
72. J0574 BUPRENORPHINE/NLX ORAL >6 MG BUT </=TO 10 MG BPN
73. J0575 BUPRENORPHINE/NALOXONE ORAL >10 MG BUPRENORPHINE
74. J1230 Methadone
75. J2315 INJECTION NALTREXONE DEPOT FORM 1 MG
76. S0109 METHADONE ORAL 5MG
77. Rev Code 900 + H0020 (methadone)
78. Rev Code 900 + H0001 or H0004 or H0005 or H0006
79. Bunavail (buprenorphine with naloxone) Buccal Film; Buprenorphine with naloxone Sublingual Tablet/Film; Cassipa (buprenorphine with naloxone) Sublingual Film; Suboxone (buprenorphine with naloxone) Sublingual Film; Probuphine (buprenorphine); Subutex (buprenorphine); Sublocade (buprenorphine extended-release) injection; Zubsolv (buprenorphine with naloxone) Sublingual Tablet; Vivitrol (naltrexone for extended-release); Methadone
80. 65200010100760 BUPRENORPHIN SUB 2MG
81. 65200010100760 BUPRENORPHINE 2 MG TABLET SL
82. 65200010100760 SUBUTEX SUB 2MG
83. 65200010100780 BUPRENORPHIN SUB 8MG
84. 65200010100780 BUPRENORPHINE 8 MG TABLET SL
85. 65200010100780 SUBUTEX SUB 8MG
86. 65200010102320 PROBUPHINE IMP KIT 74.2
87. 65200010200710 ZUBSOLV SUB 0.7-0.18
88. 65200010200715 ZUBSOLV SUB 1.4-0.36
89. 65200010200720 BUPREN/NALOX SUB 2-0.5MG
90. 65200010200720 BUPRENORPHN-NALOXN 2-0.5 MG SL
91. 65200010200720 SUBOXONE SUB 2-0.5MG

92.	65200010200720	SUBOXONE SUB 2MG
93.	65200010200725	ZUBSOLV 2.9-0.71 MG TABLET SL
94.	65200010200732	ZUBSOLV SUB 5.7-1.4
95.	65200010200740	BUPREN/NALOX SUB 8-2MG
96.	65200010200740	BUPRENORPHIN-NALOXON 8-2 MG SL
97.	65200010200740	SUBOXONE SUB 8-2MG
98.	65200010200740	SUBOXONE SUB 8MG
99.	65200010200745	ZUBSOLV SUB 8.6-2.1
100.	65200010200760	ZUBSOLV 11.4-2.9 MG TABLET SL
101.	65200010208220	BUPREN/NALOX MIS 2-0.5MG
102.	65200010208220	SUBOXONE MIS 2-0.5MG
103.	65200010208230	BUPREN/NALOX MIS 4-1MG
104.	65200010208230	SUBOXONE MIS 4-1MG
105.	65200010208240	BUPREN/NALOX MIS 8-2MG
106.	65200010208240	SUBOXONE MIS 8-2MG
107.	65200010208250	BUPREN/NALOX MIS 12-3MG
108.	65200010208250	SUBOXONE MIS 12-3MG
109.	65200010208260	BUNAVAIL MIS 2.1-0.3
110.	65200010208270	BUNAVAIL MIS 4.2-0.7
111.	65200010208280	BUNAVAIL MIS 6.3-1MG
112.	93400030001920	VIVITROL INJ 380MG
113.	93400030100305	DEPADE TAB 50MG
114.	93400030100305	NALTREXONE TAB 50MG
115.	93400030100305	REVIA TAB 50MG
116.	93409902502320	NALTREXONE IMP
117.	6520001000E520	SUBLOCADE INJ 100/0.5
118.	6520001000E530	SUBLOCADE INJ 300/1.5
119.	F11.1	Opioid abuse
120.	F11.10	Opioid abuse, uncomplicated
121.	F11.11	Opioid abuse, in remission
122.	F11.12	Opioid abuse with intoxication
123.	F11.120	Opioid abuse with intoxication, uncomplicated
124.	F11.121	Opioid abuse with intoxication delirium
125.	F11.122	Opioid abuse with intoxication with perceptual disturbance
126.	F11.129	Opioid abuse with intoxication, unspecified
127.	F11.13	Opioid abuse with withdrawal

128.	F11.14	Opioid abuse with opioid-induced mood disorder
129.	F11.15	Opioid abuse with opioid-induced psychotic disorder
130.	F11.150	Opioid abuse with opioid-induced psychotic disorder with delusions
131.	F11.151	Opioid abuse with opioid-induced psychotic disorder with hallucinations
132.	F11.159	Opioid abuse with opioid-induced psychotic disorder, unspecified
133.	F11.18	Opioid abuse with other opioid-induced disorder
134.	F11.181	Opioid abuse with opioid-induced sexual dysfunction
135.	F11.182	Opioid abuse with opioid-induced sleep disorder
136.	F11.188	Opioid abuse with other opioid-induced disorder
137.	F11.19	Opioid abuse with unspecified opioid-induced disorder
138.	T40.0X1	Poisoning by opium, accidental (unintentional)
139.	T40.0X1A	Poisoning by opium, accidental (unintentional), initial encounter
140.	T40.0X1D	Poisoning by opium, accidental (unintentional), subsequent encounter
141.	T40.0X1S	Poisoning by opium, accidental (unintentional), sequela
142.	T40.0X2	Poisoning by opium, intentional self-harm
143.	T40.0X2A	Poisoning by opium, intentional self-harm, initial encounter
144.	T40.0X2D	Poisoning by opium, intentional self-harm, subsequent encounter
145.	T40.0X2S	Poisoning by opium, intentional self-harm, sequela
146.	T40.0X3	Poisoning by opium, assault
147.	T40.0X3A	Poisoning by opium, assault, initial encounter
148.	T40.0X3D	Poisoning by opium, assault, subsequent encounter
149.	T40.0X3S	Poisoning by opium, assault, sequela
150.	T40.0X4	Poisoning by opium, undetermined
151.	T40.0X4A	Poisoning by opium, undetermined, initial encounter
152.	T40.0X4D	Poisoning by opium, undetermined, subsequent encounter
153.	T40.0X4S	Poisoning by opium, undetermined, sequela
154.	T40.1	Poisoning by and adverse effect of heroin
155.	T40.1X	Poisoning by and adverse effect of heroin
156.	T40.1X1	Poisoning by heroin, accidental (unintentional)
157.	T40.1X1A	Poisoning by heroin, accidental (unintentional), initial encounter
158.	T40.1X1D	Poisoning by heroin, accidental (unintentional), subsequent encounter
159.	T40.1X1S	Poisoning by heroin, accidental (unintentional), sequela

160.	T40.1X2	Poisoning by heroin, intentional self-harm
161.	T40.1X2A	Poisoning by heroin, intentional self-harm, initial encounter
162.	T40.1X2D	Poisoning by heroin, intentional self-harm, subsequent encounter
163.	T40.1X2S	Poisoning by heroin, intentional self-harm, sequela
164.	T40.1X3	Poisoning by heroin, assault
165.	T40.1X3A	Poisoning by heroin, assault, initial encounter
166.	T40.1X3D	Poisoning by heroin, assault, subsequent encounter
167.	T40.1X3S	Poisoning by heroin, assault, sequela
168.	T40.1X4	Poisoning by heroin, undetermined
169.	T40.1X4A	Poisoning by heroin, undetermined, initial encounter
170.	T40.1X4D	Poisoning by heroin, undetermined, subsequent encounter
171.	T40.1X4S	Poisoning by heroin, undetermined, sequela
172.	T40.1X5	Adverse effect of heroin
173.	T40.1X5A	Adverse effect of heroin, initial encounter
174.	T40.1X5D	Adverse effect of heroin, subsequent encounter
175.	T40.1X5S	Adverse effect of heroin, sequela
176.	T40.1X6	Underdosing of heroin
177.	T40.1X6A	Underdosing of heroin, initial encounter
178.	T40.1X6D	Underdosing of heroin, subsequent encounter
179.	T40.1X6S	Underdosing of heroin, sequela
180.	T40.2X1	Poisoning by other opioids, accidental (unintentional)
181.	T40.2X1A	Poisoning by other opioids, accidental (unintentional), initial encounter
182.	T40.2X1D	Poisoning by other opioids, accidental (unintentional), subsequent encounter
183.	T40.2X1S	Poisoning by other opioids, accidental (unintentional), sequela
184.	T40.2X2	Poisoning by other opioids, intentional self-harm
185.	T40.2X2A	Poisoning by other opioids, intentional self-harm, initial encounter
186.	T40.2X2D	Poisoning by other opioids, intentional self-harm, subsequent encounter
187.	T40.2X2S	Poisoning by other opioids, intentional self-harm, sequela
188.	T40.2X3	Poisoning by other opioids, assault
189.	T40.2X3A	Poisoning by other opioids, assault, initial encounter
190.	T40.2X3D	Poisoning by other opioids, assault, subsequent encounter
191.	T40.2X3S	Poisoning by other opioids, assault, sequela
192.	T40.2X4	Poisoning by other opioids, undetermined

193.	T40.2X4A	Poisoning by other opioids, undetermined, initial encounter
194.	T40.2X4D	Poisoning by other opioids, undetermined, subsequent encounter
195.	T40.2X4S	Poisoning by other opioids, undetermined, sequela
196.	T40.3X1	Poisoning by methadone, accidental (unintentional)
197.	T40.3X1A	Poisoning by methadone, accidental (unintentional), initial encounter
198.	T40.3X1D	Poisoning by methadone, accidental (unintentional), subsequent encounter
199.	T40.3X1S	Poisoning by methadone, accidental (unintentional), sequela
200.	T40.3X2	Poisoning by methadone, intentional self-harm
201.	T40.3X2A	Poisoning by methadone, intentional self-harm, initial encounter
202.	T40.3X2D	Poisoning by methadone, intentional self-harm, subsequent encounter
203.	T40.3X2S	Poisoning by methadone, intentional self-harm, sequela
204.	T40.3X3	Poisoning by methadone, assault
205.	T40.3X3A	Poisoning by methadone, assault, initial encounter
206.	T40.3X3D	Poisoning by methadone, assault, subsequent encounter
207.	T40.3X3S	Poisoning by methadone, assault, sequela
208.	T40.3X4	Poisoning by methadone, undetermined
209.	T40.3X4A	Poisoning by methadone, undetermined, initial encounter
210.	T40.3X4D	Poisoning by methadone, undetermined, subsequent encounter
211.	T40.3X4S	Poisoning by methadone, undetermined, sequela
212.	T40.4	Poisoning by, adverse effect of and underdosing of other synthetic narcotics
213.	T40.41	Poisoning by, adverse effect of and underdosing of fentanylor fentanyl analogs
214.	T40.411	Poisoning by fentanyl or fentanyl analogs, accidental (unintentional)
215.	T40.411A	Poisoning by fentanyl or fentanyl analogs, accidental (unintentional), initial encounter
216.	T40.411D	Poisoning by fentanyl or fentanyl analogs, accidental (unintentional), subsequent encounter
217.	T40.411S	Poisoning by fentanyl or fentanyl analogs, accidental (unintentional), sequela
218.	T40.412	Poisoning by fentanyl or fentanyl analogs, intentional self-harm
219.	T40.412A	Poisoning by fentanyl or fentanyl analogs, intentional self-harm, initial encounter
220.	T40.412D	Poisoning by fentanyl or fentanyl analogs, intentional self-harm, subsequent encounter

221.	T40.412S	Poisoning by fentanyl or fentanyl analogs, intentional self-harm, sequela
222.	T40.413	Poisoning by fentanyl or fentanyl analogs, assault
223.	T40.413A	Poisoning by fentanyl or fentanyl analogs, assault, initial encounter
224.	T40.413D	Poisoning by fentanyl or fentanyl analogs, assault, subsequent encounter
225.	T40.413S	Poisoning by fentanyl or fentanyl analogs, assault, sequela
226.	T40.414	Poisoning by fentanyl or fentanyl analogs, undetermined
227.	T40.414A	Poisoning by fentanyl or fentanyl analogs, undetermined, initial encounter
228.	T40.414D	Poisoning by fentanyl or fentanyl analogs, undetermined, subsequent encounter
229.	T40.414S	Poisoning by fentanyl or fentanyl analogs, undetermined, sequela
230.	T40.415	Adverse effect of fentanyl or fentanyl analogs
231.	T40.415A	Adverse effect of fentanyl or fentanyl analogs, initial encounter
232.	T40.415D	Adverse effect of fentanyl or fentanyl analogs, subsequent encounter
233.	T40.415S	Adverse effect of fentanyl or fentanyl analogs, sequela
234.	T40.416	Underdosing of fentanyl or fentanyl analogs
235.	T40.416A	Underdosing of fentanyl or fentanyl analogs, initial encounter
236.	T40.416D	Underdosing of fentanyl or fentanyl analogs, subsequent encounter
237.	T40.416S	Underdosing of fentanyl or fentanyl analogs, sequela
238.	T40.42	Poisoning by, adverse effect of and underdosing of tramadol
239.	T40.421	Poisoning by tramadol, accidental (unintentional)
240.	T40.421A	Poisoning by tramadol, accidental (unintentional), initial encounter
241.	T40.421D	Poisoning by tramadol, accidental (unintentional), subsequent encounter
242.	T40.421S	Poisoning by tramadol, accidental (unintentional), sequela
243.	T40.422	Poisoning by tramadol, intentional self-harm
244.	T40.422A	Poisoning by tramadol, intentional self-harm, initial encounter
245.	T40.422D	Poisoning by tramadol, intentional self-harm, subsequent encounter
246.	T40.422S	Poisoning by tramadol, intentional self-harm, sequela
247.	T40.423	Poisoning by tramadol, assault
248.	T40.423A	Poisoning by tramadol, assault, initial encounter

249.	T40.423D	Poisoning by tramadol, assault, subsequent encounter
250.	T40.423S	Poisoning by tramadol, assault, sequela
251.	T40.424	Poisoning by tramadol, undetermined
252.	T40.424A	Poisoning by tramadol, undetermined, initial encounter
253.	T40.424D	Poisoning by tramadol, undetermined, subsequent encounter
254.	T40.424S	Poisoning by tramadol, undetermined, sequela
255.	T40.425	Adverse effect of tramadol
256.	T40.425A	Adverse effect of tramadol, initial encounter
257.	T40.425D	Adverse effect of tramadol, subsequent encounter
258.	T40.425S	Adverse effect of tramadol, sequela
259.	T40.426	Underdosing of tramadol
260.	T40.426A	Underdosing of tramadol, initial encounter
261.	T40.426D	Underdosing of tramadol, subsequent encounter
262.	T40.426S	Underdosing of tramadol, sequela
263.	T40.49	Poisoning by, adverse effect of and underdosing of other synthetic narcotics
264.	T40.491	Poisoning by other synthetic narcotics, accidental (unintentional)
265.	T40.491A	Poisoning by other synthetic narcotics, accidental (unintentional), initial encounter
266.	T40.491D	Poisoning by other synthetic narcotics, accidental (unintentional), subsequent encounter
267.	T40.491S	Poisoning by other synthetic narcotics, accidental (unintentional), sequela
268.	T40.492	Poisoning by other synthetic narcotics, intentional self-harm
269.	T40.492A	Poisoning by other synthetic narcotics, intentional self-harm, initial encounter
270.	T40.492D	Poisoning by other synthetic narcotics, intentional self-harm, subsequent encounter
271.	T40.492S	Poisoning by other synthetic narcotics, intentional self-harm, sequela
272.	T40.493	Poisoning by other synthetic narcotics, assault
273.	T40.493A	Poisoning by other synthetic narcotics, assault, initial encounter
274.	T40.493D	Poisoning by other synthetic narcotics, assault, subsequent encounter
275.	T40.493S	Poisoning by other synthetic narcotics, assault, sequela
276.	T40.494	Poisoning by other synthetic narcotics, undetermined
277.	T40.494A	Poisoning by other synthetic narcotics, undetermined, initial encounter

278.	T40.494D	Poisoning by other synthetic narcotics, undetermined, subsequent encounter
279.	T40.494S	Poisoning by other synthetic narcotics, undetermined, sequela
280.	T40.495	Adverse effect of other synthetic narcotics
281.	T40.495A	Adverse effect of other synthetic narcotics, initial encounter
282.	T40.495D	Adverse effect of other synthetic narcotics, subsequent encounter
283.	T40.495S	Adverse effect of other synthetic narcotics, sequela
284.	T40.496	Underdosing of other synthetic narcotics
285.	T40.496A	Underdosing of other synthetic narcotics, initial encounter
286.	T40.496D	Underdosing of other synthetic narcotics, subsequent encounter
287.	T40.496S	Underdosing of other synthetic narcotics, sequela
288.	T40.4X	Poisoning by, adverse effect of and underdosing of other synthetic narcotics
289.	T40.4X1	Poisoning by other synthetic narcotics, accidental (unintentional)
290.	T40.4X1A	Poisoning by other synthetic narcotics, accidental (unintentional), initial encounter
291.	T40.4X1D	Poisoning by other synthetic narcotics, accidental (unintentional), subsequent encounter
292.	T40.4X1S	Poisoning by other synthetic narcotics, accidental (unintentional), sequela
293.	T40.4X2	Poisoning by other synthetic narcotics, intentional self-harm
294.	T40.4X2A	Poisoning by other synthetic narcotics, intentional self-harm, initial encounter
295.	T40.4X2D	Poisoning by other synthetic narcotics, intentional self-harm, subsequent encounter
296.	T40.4X2S	Poisoning by other synthetic narcotics, intentional self-harm, sequela
297.	T40.4X3	Poisoning by other synthetic narcotics, assault
298.	T40.4X3A	Poisoning by other synthetic narcotics, assault, initial encounter
299.	T40.4X3D	Poisoning by other synthetic narcotics, assault, subsequent encounter
300.	T40.4X3S	Poisoning by other synthetic narcotics, assault, sequela
301.	T40.4X4	Poisoning by other synthetic narcotics, undetermined
302.	T40.4X4A	Poisoning by other synthetic narcotics, undetermined, initial encounter
303.	T40.4X4D	Poisoning by other synthetic narcotics, undetermined, subsequent encounter
304.	T40.4X4S	Poisoning by other synthetic narcotics, undetermined, sequela
305.	T40.4X5	Adverse effect of other synthetic narcotics

306.	T40.4X5A	Adverse effect of other synthetic narcotics, initial encounter
307.	T40.4X5D	Adverse effect of other synthetic narcotics, subsequent encounter
308.	T40.4X5S	Adverse effect of other synthetic narcotics, sequela
309.	T40.4X6	Underdosing of other synthetic narcotics
310.	T40.4X6A	Underdosing of other synthetic narcotics, initial encounter
311.	T40.4X6D	Underdosing of other synthetic narcotics, subsequent encounter
312.	T40.4X6S	Underdosing of other synthetic narcotics, sequela
313.	T40.601	Poisoning by unspecified narcotics, accidental (unintentional)
314.	T40.601A	Poisoning by unspecified narcotics, accidental (unintentional), initial encounter
315.	T40.601D	Poisoning by unspecified narcotics, accidental (unintentional), subsequent encounter
316.	T40.601S	Poisoning by unspecified narcotics, accidental (unintentional), sequela
317.	T40.602	Poisoning by unspecified narcotics, intentional self-harm
318.	T40.602A	Poisoning by unspecified narcotics, intentional self-harm, initial encounter
319.	T40.602D	Poisoning by unspecified narcotics, intentional self-harm, subsequent encounter
320.	T40.602S	Poisoning by unspecified narcotics, intentional self-harm, sequela
321.	T40.603	Poisoning by unspecified narcotics, assault
322.	T40.603A	Poisoning by unspecified narcotics, assault, initial encounter
323.	T40.603D	Poisoning by unspecified narcotics, assault, subsequent encounter
324.	T40.603S	Poisoning by unspecified narcotics, assault, sequela
325.	T40.604	Poisoning by unspecified narcotics, undetermined
326.	T40.604A	Poisoning by unspecified narcotics, undetermined, initial encounter
327.	T40.604D	Poisoning by unspecified narcotics, undetermined, subsequent encounter
328.	T40.604S	Poisoning by unspecified narcotics, undetermined, sequela
329.	T40.691	Poisoning by other narcotics, accidental (unintentional)
330.	T40.691A	Poisoning by other narcotics, accidental (unintentional), initial encounter
331.	T40.691D	Poisoning by other narcotics, accidental (unintentional), subsequent encounter
332.	T40.691S	Poisoning by other narcotics, accidental (unintentional), sequela
333.	T40.692	Poisoning by other narcotics, intentional self-harm

334.	T40.692A	Poisoning by other narcotics, intentional self-harm, initial encounter
335.	T40.692D	Poisoning by other narcotics, intentional self-harm, subsequent encounter
336.	T40.692S	Poisoning by other narcotics, intentional self-harm, sequela
337.	T40.693	Poisoning by other narcotics, assault
338.	T40.693A	Poisoning by other narcotics, assault, initial encounter
339.	T40.693D	Poisoning by other narcotics, assault, subsequent encounter
340.	T40.693S	Poisoning by other narcotics, assault, sequela
341.	T40.694	Poisoning by other narcotics, undetermined
342.	T40.694A	Poisoning by other narcotics, undetermined, initial encounter
343.	T40.694D	Poisoning by other narcotics, undetermined, subsequent encounter
344.	T40.694S	Poisoning by other narcotics, undetermined, sequela
345.	F11.20	Opioid Dependence uncomplicated
346.	F11.21	Opioid Dependence in remission
347.	F11.22	Opioid dependence with intoxication
348.	F11.220	Opioid Dependence uncomplicated
349.	F11.221	Opioid Dependence delirium
350.	F11.222	Opioid dependence w intoxication with perceptual disturbance
351.	F11.229	Opioid Dependence unspecified
352.	F11.23	Opioid Dependence with withdrawal
353.	F11.24	Opioid Dependence with opioid-induced mood disorder
354.	F11.25	Opioid Dependence with opioid-induced psychotic disorder
355.	F11.250	Opioid Dependence with delusions
356.	F11.251	Opioid Dependence with hallucinations
357.	F11.259	Opioid Dependence unspecified
358.	F11.28	Opioid Dependence with other opioid-induced disorder
359.	F11.281	Opioid Dependence with opioid-induced sexual dysfunction
360.	F11.282	Opioid Dependence with opioid-induced sleep disorder
361.	F11.288	Opioid Dependence with other opioid-induced disorder

APPENDIX D: Approved Uses/Programs

Approved Uses/Programs. Approved Uses/Programs are those that satisfy the following criteria (the "Approved Uses/Programs Criteria"): they (a) focus on providing treatment of Opioid Use Disorder ("OUD") and/or any Substance Use Disorder or Mental Health ("SUD/MH") conditions, and/or grants to organizations focused on providing treatment of OUD and/or any SUD/MH conditions, (b) employ evidence-based or evidence-informed strategies, and (c) do not include reimbursements to health care providers or payments to covered persons under the plan of a TPP Authorized Recipient (or ASO, if applicable). Approved Uses/Programs follow:[12]

1) Support programs that increase the availability or quality of treatment for OUD and/or any SUD/MH conditions or are designed to prevent OUD, including, but not limited to:

   a) Expand telehealth networks and availability to increase access to treatment for OUD and/or any SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

   b) Support mobile, community-based crisis intervention services, including outpatient hospitals, community health centers, mental health centers and other clinics delivering mobile crisis intervention by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and/or any SUD/MH conditions and for persons who have experienced an opioid overdose. All supported services should make medications for opioid use disorder available through the mobile interventions.

   c) Train health care personnel to identify and treat trauma of individuals with OUD and/or SUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), including training of health care personnel supporting residential treatment, partial hospitalization, and intensive outpatient services.

   d) Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

   e) Support academic-led training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas.

   f) Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment and peer recovery and support specialists. These efforts should be based on research evidence of what works for stigma reduction and include an evaluation of efforts.

[12] As used herein, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

g) Support programs offering physical health and behavioral health services for members with OUD and/or any SUD/MH conditions, including but not limited to care management.

h) Support utilization management programs designed to prevent OUD.

i) Fund programs providing locations for safe and free disposal of opioids and other controlled substances.

j) Fund programs tailored to support patient adherence to MAT treatment.

k) Support educational programs on correct coding for OUD.

l) Fund programs to develop predictive modeling for earlier identification of OUD and SUD.

m) Support hospitals to deliver provision of MAT to patients.

2) Support programs that decrease the cost to the patient of treatment for OUD and/or any SUD/MH conditions.

a) Waive co-payments and other non-covered (or unreimbursed) patient costs for treatment for opioid use disorder with buprenorphine and methadone.

b) Provide or support transportation to treatment or recovery programs or services for persons with OUD and/or any SUD/MH conditions.

c) Provide community support services, including social and legal services, to assist in the living conditions of persons with OUD and/or any SUD/MH conditions.

d) Provide employment training or educational services for persons in treatment for or recovery from OUD and/or any SUD/MH conditions.

3) Grants to organizations whose mission is to provide, expand access to and/or improve the delivery of treatment for OUD and/or any SUD/MH conditions through evidence-based or evidence-informed strategies.

Examples include:

Liberation Programs Inc. (CT)

Boston Medical Center (Grayken Center) (MA)

Institutes for Behavioral Resources - Reach Health Services (MD)

Montefiore Medical Center (opioid treatment programs) (NY)

Pennsylvania Psychiatric Institute: Advancement in Recovery (PA)

Evergreen Treatment Services (WA)

Shatterproof

The Alliance for Addiction Payment Reform

National Council for Behavioral Health

Faces and Voices of Recovery

National Alliance for Recovery Residences

Supportive Housing

National Association for Mental Illness

Mental Health of America

The Trustee can add to the list of Approved Uses/Programs in this Appendix D programs that satisfy the Approved Uses/Programs Criteria; provided that the Trustee provides each State Attorney General at least forty-five (45) days advance written notice that both identifies the program or programs to be added to this Appendix D and explains how the program or programs to be added satisfy the Approved Uses/Programs Criteria.

EXHIBIT 1: LRP Agreement